

March 7, 2019

Board of County Commissioners,  
Clackamas County

Members of the Board:

Approval to request funds under HRSA 19-080 on or before the deadline of April 11<sup>th</sup> 2019

<b>Purpose/Outcomes</b>	To request HRSA funding of Clackamas Health Centers clinics in the city of Sandy.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$650,000 annually.
<b>Funding Source</b>	Health Resources and Services Administration (HRSA)
<b>Duration</b>	9-1-2019 and ongoing
<b>Previous Board Action</b>	Approval of numerous HRSA funding opportunities
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	Does not apply

**BACKGROUND:**

The Health Centers Division of the Health Housing & Human Services Department requests approval to request HRSA fiscal year (FY) 2019 Health Center Program New Access Points funding.

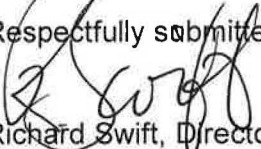
HRSA's stated purpose of this funding is to provide operational support for new service delivery sites under the Health Center Program to improve the health of the nation's underserved communities and vulnerable populations by expanding access to affordable, accessible, quality, and cost effective primary health care services

Clackamas Health Centers will achieve this purpose through expansion of our Primary Care operations, and enhancement of Behavioral Health Operations in the city of Sandy. This will involve purchase or lease of an appropriate clinic space to provide integrated primary care and behavioral health services to patients at least 40 hours each week. Currently primary care is limited to 3:00PM to 8:00PM; and provided in our Sandy High School Based Health Clinic.

**RECOMMENDATION:**

Staff recommends the Board approval to request this funding and authorize Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

  
Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

# Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

## \*\*\* CONCEPTION \*\*\*

Note: The processes outlined in this form are not applicable to disaster recovery grants.

### Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Health Centers Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: HRSA 19-080  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): James Wilson  
Requestor Contact Information: 503-655-8697  
Department Fiscal Representative: Ed Johnson  
Program Name or Number (please specify): FQHC Administration 08003  
Brief Description of Project:

HRSA access point funding of health services in the city of Sandy and surrounding areas.

Name of Funding (Granting) Agency: Health Resources and Services Administration (HRSA)

Agency's Web Address for Grant Guidelines and Contact Information:

<https://bphc.hrsa.gov/programopportunities/fundingopportunities/NAP/>

OR

Application Packet Attached:  Yes  No

Completed By: James Wilson Date: 2/25/2019

## \*\*\* NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE \*\*\*

### Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 1/6/2019  
CFDA(s), if applicable: 4/2/1900  
Announcement Date: 1/6/2019 Announcement/Opportunity #: HRSA-19-080  
Grant Category/Title: New Access Points Max Award Value: \$650,000  
Allows Indirect/Rate: N/A Match Requirement: No  
Application Deadline: 3/12/2019 Other Deadlines: Phase II Application 4/11/2019  
Grant Start Date: 9/1/2019 Other Deadline Description: Site must be fully operational within 120 days of NOA  
Grant End Date: 8/31/2021  
Completed By: Jennifer Stone  
Pre-Application Meeting Schedule: N/A

**Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff**

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

Expands health care to those in need.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

Expands health care to those in need.

3. What, if any, are the community partners who might be better suited to perform this work?

N/A

4. What are the objectives of this grant? How will we meet these objectives?

To improve the health of the nation's underserved communities and vulnerable populations by expanding access to affordable, accessible, quality, and cost effective primary health care services. NAP funding provides operational support for new service delivery sites for the provision of comprehensive primary health care services (i.e., new access points). Applicants must propose at least one full-time, permanent new access point site that has primary medical care as its main

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes - Health Centers Primary Care, Dental and Behavioral Health

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes - Medical professionals

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

N/A

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

**Collaboration**

1. List County departments that will collaborate on this award, if any.

N/A

**Reporting Requirements**

1. What are the program reporting requirements for this grant?

HRSA FQHC reporting as currently done by Health Centers teams

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Medical / Clinical performance measures - see Health Centers Quality Workplan for complete listing

3. What are the fiscal reporting requirements for this grant?

HRSA Uniform Data System reporting as current doen by Health Centers teams

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes

2. What other revenue sources are required? Have they already been secured?

Fee for service and Alternative Payment Methodolgy for Health Services

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

N/A

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Program Approval:

Name (Typed/Printed)

Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR \*\***

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

**For applications greater than \$150,000 or which otherwise require BCC approval:**

BCC Agenda item #:  Date:

OR

Policy Session Date:

\_\_\_\_\_  
County Administration Attestation

**County Administration: re-route to department contact when fully approved.  
Department: keep original with your grant file.**

March 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Subrecipient Agreement Amendment #3 with the Friends of the Canby Adult Center to provide Social Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Amendment No. 3 to the Subrecipient Agreement with the Friends of the Canby Adult Center to provide social services to Clackamas County residents age 60 and over. These services enable residents to remain engaged in their community
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is increased by \$57,270 for a revised contract maximum of \$216,111 for FY18/19. The contract is funded through the Social Services Division Program agreement with the Oregon Department of Human Services.
<b>Funding Source</b>	The Older American Act (OAA), Oregon Project Independence (OPI) State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2018 and terminates on June 30, 2019
<b>Previous Board Action</b>	071317-A15, 020118-A1, 052418-A7
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8347 / 18-003-003

**Background**

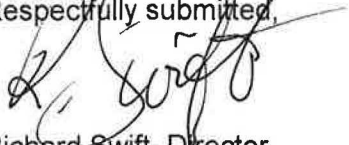
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-003, Amendment #3 with the Friends of the Canby Adult Center. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, adds additional funding for Ride Connection transportation services and OPI Home Delivered Meals funding.

This amendment increases the agreement amount by \$57,270; for an amended agreement maximum of \$216,111 for FY18/19. This agreement is in the format approved by County Counsel as part of the contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

**Recommendation**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 8349 Subrecipient #: 18-003 Board Agenda #: 052418-A7

Division: Social Services

Amendment Number: 3

Contractor: Canby Adult Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA and transportation funding and units of service for FY18-19. This includes the addition of the National Diabetes Prevention (DPP) program to the Centers slate of services. This results in a net decrease to the contract budget of \$57,270.

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This Amendment #3, when signed by the The Friends of the Canby Adult Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the Contractor and County desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$158,841**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$127,467** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,000** from Federal



Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- a. **Other Funds.** The COUNTY's funding of **\$19,149** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$9,600** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$216,111**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$161,480** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$33,690** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$9,600** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, the OPI HDM funding of **\$3,816** are from State of Oregon, Oregon Project Independence (OPI) and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

**II. AMEND: Exhibit 1, 2. DESCRIPTION OF SERVICES**

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.

- (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
  - (4) May be billed upon submission of assessment/intake form.
- ii. **Service Implementation & Monitoring:**
- (1) Provide early identification of current or potential problem areas.
  - (2) Assess the need for changes/improvements in service.
  - (3) Identify any gaps/unmet needs.
  - (4) Review intervention results to determine if what was done achieved the desired result.
  - (5) Determine if services should be discontinued.
  - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Canby Adult Center Transportation Consortium Goals:
- (1) Increase replacement reserve fund with separate accounting.
  - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.

- (3) Continue regular publicity/marketing efforts regarding transportation program
  - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
  - (5) Attend all scheduled Transportation Consortium meetings.
- ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
- (1) This funding source is available for Medicaid clients who are receiving “waivered” services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waived Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client’s signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.
  - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:  

One person, one-way ride:            \$14.00 per ride
  - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
  - (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.
- iii. SUBRECIPIENT will be responsible for:
- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
  - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
  - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
  - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- e. **FOOD SERVICE**- Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as

established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."

- f. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Estacada community to enhance visibility and encourage participation.
  
- g. **PHYSICAL ACTIVITY AND FALLS PREVENTION** – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.
  
- h. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIEAP)**  
**Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2017 deadline.

**TO READ:** All the above with the addition of:

- i. **National Diabetes Prevention Program:** A structured lifestyle intervention that includes dietary coaching, lifestyle intervention, and moderate physical activity, all with the goal of preventing the onset of diabetes in individuals who are pre-diabetic. The primary goal of the intervention is at least 5 percent average weight loss among participants

III. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 6 - Unit Cost Schedule

**TO READ:** Exhibit 6 – Budget and Units of Services, Page 7 – Unit Cost Schedule

The Friends of the Canby Adult Center  
 Subrecipient Grant Agreement #18-003, Amendment 3

**Amend**

**CANBY ADULT CENTER**  
 Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Ride Connection		TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rate
								STF	5310 Funds							
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.043		93.053	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
Case Management	\$2,480				\$276									107.25 hrs	\$2,756	\$23.12/hr
Reassurance	\$1,810				\$201									87	\$2,011	\$20.86
Info. & Assistance	\$2,262				\$252									167	\$2,514	\$13.58
Public Outreach	\$350				\$39									7	\$389	\$50.00
Transportation - OAA	\$5,315				\$591								\$842	1,684	\$6,748	\$3.16
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$6,000	\$0		\$9,600							208 Classes	\$15,600	\$75.00
Trans - Ride Con. Out of Dist					\$0			\$17,119					\$978	1,956	\$18,097	\$8.75
Non Medical T19 Transportation					\$0					617	1,413			145	\$2,030	\$14.00
Ride Connection Vehicle Maintenance					\$256.75				\$2,000.00					N/A	\$2,257	N/A
OAA Meal Site Management		\$16,890	\$26,810		\$4,859									38,000	\$48,559	\$1.15
Food Service - OAA & NSIP		\$16,082	\$25,528		\$4,627	\$23,940							\$36,480	38,000	\$106,657	\$1.05
LIEAP Intakes					\$0							\$625		96	\$625	\$25.00
<b>TOTALS</b>	<b>\$12,217</b>	<b>\$32,972</b>	<b>\$52,338</b>	<b>\$6,000</b>	<b>\$11,102</b>	<b>\$23,940</b>	<b>\$9,600</b>	<b>\$17,119</b>	<b>\$2,000</b>	<b>\$617</b>	<b>\$1,413</b>	<b>\$625</b>	<b>\$38,300</b>		<b>\$208,243</b>	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

**Contracted Amount:**           \$158,841          

Federal Award Totals                   129,467

The Friends of the Canby Adult Center  
 Subrecipient Grant Agreement #18-003, Amendment 3

**To Read**

**CANBY ADULT CENTER**  
 Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Other Funds	Ride Connection		TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimburse- ment Rate
									STF	5310 Funds							
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	N/A	Funds	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93,044	93,045	93,045	93,043		93,053	N/A	N/A	N/A	20,513	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
Case Management	\$2,035				\$226										107.25 hrs	\$2,261	\$23.12/hr
Reassurance	\$1,022				\$114										49	\$1,136	\$20.86
Info. & Assistance	\$9,010				\$1,002										663	\$10,012	\$13.58
Public Outreach	\$150				\$17										7	\$167	\$21.43
Transportation - OAA	\$0				\$0									\$842	1,684	\$842	\$0.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$6,000	\$0		\$9,600								208 Classes	\$15,600	\$75.00
National Diabetes Prevention Program								\$2,100						\$0	28 Classes	\$2,100	\$75.00
Trans - Ride Con. Out of Dist					\$0				\$31,660					\$1,809	3,618	\$33,469	\$8.75
Non Medical T19 Transportation					\$0						617	1,413			145	\$2,030	\$14.00
Ride Connection Vehicle Maintenance					\$1,200					\$4,800.00					N/A	\$6,000	N/A
OAA Meal Site Management		\$23,410	\$40,465		\$7,103										36,500	\$70,978	\$1.75
Food Service - OAA & NSIP		\$20,601	\$35,609		\$6,251	\$23,178								\$35,040	36,500	\$120,678	\$2.18
OPI HDM							\$3,816								400	\$3,816	\$9.54
LIEAP Intakes					\$0								\$625		96	\$625	\$25.00
<b>TOTALS</b>	<b>\$12,217</b>	<b>\$44,011</b>	<b>\$76,074</b>	<b>\$6,000</b>	<b>\$15,912</b>	<b>\$23,178</b>	<b>\$13,416</b>	<b>\$2,100</b>	<b>\$31,660</b>	<b>\$4,800</b>	<b>\$617</b>	<b>\$1,413</b>	<b>\$625</b>	<b>\$37,691</b>		<b>\$269,714</b>	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number only applies to Ride Connection Vehicle Maintenance funds only

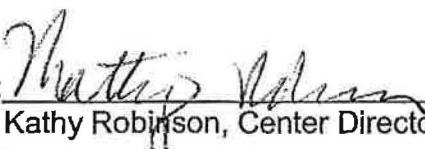
**Contracted Amount:**           \$216,111          

Federal Award Totals                   166,280

The Friends of the Canby Adult Center  
Subrecipient Grant Agreement #18-003, Amendment 3

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<b>Friends of the Canby Adult Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u></u> Kathy Robinson, Center Director	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date: <u>February 22 2019</u>	<b>Signing on Behalf of the Board:</b>
	<u>Richard Swift, Director</u> Health, Housing & Human Services Dept
	<u>Date</u>

March 7, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Construction Contract with Gresham Roofing for the Re-roof Project at the  
Estacada Community Center

<b>Purpose/Outcomes</b>	Approval of a construction contract for building improvements including a new roof and drainage improvements at the Estacada Community Center.
<b>Dollar Amount and Fiscal Impact</b>	\$170,756 total Gresham Roofing contract paid for with \$95,000 of Community Development Block Grant (CDBG) funds and \$75,756 of Friends of Estacada Community Center funds.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development and private funds No County General Funds are involved.
<b>Duration</b>	Effective immediately through June 2019 (project completion).
<b>Previous Board Action</b>	2017 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 11, 2017 - agenda item 051117-A1.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Mark Sirois, Housing and Community Development - (503) 655-5664
<b>Contract No.</b>	9171

**BACKGROUND:**

The Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract with Gresham Roofing to construct a new roof and drainage improvements at the Estacada Community/Senior Center. Gresham Roofing was the lowest responsive, responsible bidder substantially complying with the requirements of the solicitation documents at the February 13<sup>th</sup> bid opening. The Construction Contract determines the roles of Gresham Roofing and the County regarding contract administration, project management as well as the duties of the hired architect (Todd Iselin, Iselin Architects) during project construction. The Contract was reviewed and approved by County Counsel on January 22, 2019.

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

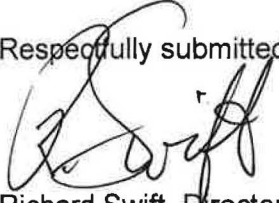
[www.clackamas.us](http://www.clackamas.us)



**RECOMMENDATION:**

We recommend the approval of this Contract with Gresham Roofing and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Director  
Health, Housing & Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK  
BETWEEN CLACKAMAS COUNTY AND CONTRACTOR**

**COUNTY**

Clackamas County  
Community Development Division  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

**CONTRACTOR**

Portland Painting and Construction  
dba Gresham Roofing and Construction  
20420 SE Hwy 212 Ste A PMB 172  
Damascus, Oregon 97089

THIS AGREEMENT (the "Contract") is entered into by and between Clackamas County (hereinafter called the "COUNTY") and Gresham Roofing and Construction (hereinafter called CONTRACTOR), and is dated as of the date it is signed by the COUNTY.

This Contract, which expressly includes and is subject to the terms and conditions of the Contract Documents, defined below, is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. This Contract, or any modification of this Contract, will not be binding on either party except as signed by authorized agents of both parties.

COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1: WORK**

CONTRACTOR shall complete all Work.

As used herein, "Work" shall mean the construction improvement tasks, as set forth in detail in the Contract Documents, and generally described as: Demolition and Re-Roof of existing flat roof, including main roof of approximately 6000 square feet and entry canopy. Extension of existing roof parapet as required to install edge flashing. Installation of new scupper drains & modifications to downspouts at the Estacada Community Center in Estacada, Oregon.

**ARTICLE 2: ARCHITECT**

The Project has been designed by Todd Iselin with ISELIN ARCHITECTS, P.C. who is hereinafter called ARCHITECT and who is to act as COUNTY's representative, assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3: CONTRACT TIME**

**3.1.** Time is of the essence in this Contract and the CONTRACTOR agrees that **all Work shall be substantially completed by April 25, 2019, 5pm with a final completion date by April 30, 2019, 5pm, for agreed punchlist item(s).** The Work is to commence per the date of the Notice

To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this Work is **30 days** unless a time extension is approved by the ARCHITECT and COUNTY, via Change Order.

**3.2. Liquidated Damages.** COUNTY and CONTRACTOR recognize that time is of the essence of this Contract and that COUNTY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by COUNTY, CONTRACTOR shall pay COUNTY **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**3.3** The Contractor will be held to the timeline of the Work, once the Work begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the COUNTY and ARCHITECT. Additional work days may be granted to the CONTRACTOR.

#### **ARTICLE 4: CONTRACT PRICE**

**4.1.** COUNTY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

**4.1.1** In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ARCHITECT and to his satisfaction to the extent provided in the Contract Documents, the COUNTY agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

**4.2** The Contract Price shall be the Contract Dollar Amounts of **One Hundred and Seventy Thousand, Seven Hundred and Fifty Six dollars (\$170, 756.00)** which are described in the Contract Documents and are hereby accepted by the COUNTY.

**4.3 N/A (see Invitation to Bid):** The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

#### **ARTICLE 5: PAYMENT PROCEDURES**

**5.1** CONTRACTOR shall submit Applications for Payment in accordance with Article 13 of the General Conditions of Construction ("General Conditions"). Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

**5.2. Progress Payments.** COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

**5.2.1.** At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ARCHITECT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ARCHITECT may reasonably require.

**5.2.2** ARCHITECT will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to COUNTY, or return the Application to CONTRACTOR indicating in writing ARCHITECT's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ARCHITECT's recommendation of payment, the amount recommended will become due and when due, will be paid by COUNTY to CONTRACTOR.

**5.2.3.** Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ARCHITECT shall determine, or COUNTY may withhold,

95% of Work completed and approved by the ARCHITECT.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to COUNTY).

**5.2.4.** Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ARCHITECT shall determine, or COUNTY may withhold. The COUNTY reserves the right to withhold 5% of the total project payment until all Work is completed and approved by the ARCHITECT.

**5.3. Final Payment.** Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as recommended by ARCHITECT.

**5.3.1** The Final Application for payment shall be accompanied by those documents required in Article 13 of the General Conditions including, but not limited to, the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the COUNTY for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

**5.4. Payments, Contributions and Liens:**

**5.4.1. The CONTRACTOR shall:**

**5.4.1.1.** Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

**5.4.1.2.** Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

**5.4.1.3.** Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

**5.4.1.4.** Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

**5.4.2.** The CONTRACTOR shall demonstrate that an employee drug testing program is in place.

**5.4.3.** Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

**5.4.4.** If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**5.4.5** CONTRACTOR shall include in each subcontract those provisions required under ORS 279C.580.

5.4.6 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

**ARTICLE 6: CONTRACTOR'S REPRESENTATIONS**

In order to induce COUNTY to enter into this Agreement CONTRACTOR makes the following representations:

**6.1.** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

**6.2.** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

**6.3.** CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

**6.4.** CONTRACTOR has carefully studied all reports and all drawings of physical conditions of the project site. CONTRACTOR acknowledges that COUNTY and ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to utilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

**6.5.** CONTRACTOR is aware of the general nature of work to be performed by COUNTY and others at the site that relates to the Work as indicated in the Contract Documents.

**6.6.** CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**6.7.** CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR, and the Contract Documents are

generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**6.8.** CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. CONTRACTOR certifies that all subcontractors performing the Work will be registered with the CCB before the subcontractors commence Work. If the CONTRACTOR's CCB license is not current during any phase of construction, the COUNTY may consider the contract to be null and void immediately.

**6.9.** Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

**6.10.** Except as otherwise provided in the Special Provisions of this contract, the ARCHITECT shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ARCHITECT by the CONTRACTOR that the work is completed. If the work is not acceptable to the ARCHITECT, the ARCHITECT shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ARCHITECT can be made.

#### **ARTICLE 7: INDEMNITY – INSURANCE – BONDS**

**7.1** Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

#### **7.2** Insurance.

**7.2.1.** The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The COUNTY, at its option, may require a complete copy of the above policy. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**7.2.2.** If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 each employee, and \$500,000 each policy limit. CONTRACTOR is required to provide to COUNTY a Builders Risk Policy based on the award of the project.

**7.2.3.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

**7.2.4.** The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

**7.2.5.** The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

**7.2.6.** The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.



7.2.7. The Contractor shall obtain, at the Contractor's expense and keep in effect during the term of the Contract all other required insurance set forth in the General Conditions of Construction Contract.

7.3 Bonds. The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

#### **ARTICLE 8: CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 13, inclusive).
- 8.2. Exhibits (Reserved - Not used at this time).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. General Conditions of Construction Contract ( pages 1-31, inclusive).
- 8.5. Supplementary Conditions, including:

Special Conditions (pages 1 to 12, inclusive).

HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).

Federal Prevailing (Davis-Bacon)Wage Decision: OR190023 Type: Building,  
dated: 1/25/2019 (pages 1 to 10 inclusive).

State of Oregon (BOLI) Wage Rates Decision: January 1, 2019 (pages 1 to 56 inclusive).

8.6. Drawings and Specifications bearing the title “Estacada Community Center Re-Roof and HVAC Replacement” (5 pages, dated 6/29/2018).

8.7. (Hold for future use).

8.8. County Signage (Hold for future use).

8.9. Addenda Number: 1

8.10. CONTRACTOR's Bid Proposal w/ First Tier List: (pages 1-8, inclusive).

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 3 of the General Conditions.

The documents listed in paragraphs 8.2 *et seq.* above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 3 of the General Conditions.

**ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES**

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

**ARTICLE 10: DESCRIPTION OF CONTRACTOR**

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

10.1.2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment

compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, county, or federal employee.

**ARTICLE 11: MISCELLANEOUS**

11.1. Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

11.2 The COUNTY, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. . CONTRACTOR shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the COUNTY. COUNTY's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract

11.4. COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon COUNTY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**ARTICLE 12: TAX LAWS**

12.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any

extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**12.2.** The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

### **ARTICLE 13: DEBT LIMITATION**

This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to COUNTY, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ARCHITECT on their behalf.

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This Agreement will be effective upon the date on which it is signed by the COUNTY.

CONTRACTOR

COUNTY

Portland Painting and Construction  
dba Gresham Roofing and Construction  
20420 SE Hwy 212 Ste A PMB 172  
Damascus, Oregon 97089

Clackamas County, Oregon

By: Terry Burrows  
Terry Burrows, Owner

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services  
Department

2/26/19  
Date Signed

\_\_\_\_\_  
Date Signed

Contractor's Federal Tax Identification No.  
or Social Security No. (if individual)  
46-1425142  
Oregon Commercial Contractor's Board No.  
198421

Approved as to Form

WJ 02/26/2019  
County Counsel Date