

# AGENDA

**Thursday, October 28, 2021 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

**\*Revised: Added I, II.B – II.G, III.1**

Beginning Board Order No. 2021-80

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **\*\*\*COVID-19 Updates**

**I. \*HOUSING AUTHORITY CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval to execute a contract between Housing Authority of Clackamas County (HACC) and Impact NW to provide Supportive Housing Case Management and Housing Navigation and Placement. Contract value not to exceed \$267,225.00 funded through Supportive Housing Services Program funds. No County General Funds Involved.
2. Approval of a 3 year lease of the HACC owned office space at 146 Molalla Ave, Oregon City to Central City Concern for the administration of the LEAD® program in Clackamas County generating lease revenue of \$5,400 annually with an annual increase of 3%. No County General Funds Involved.

**II. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

### **A. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

### **B. \*Health, Housing & Human Services**

1. Approval of Amendment #03 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. Amendment extends the term of the Agreement to December 31, 2021, with no change to Agreement cost. No County General Funds involved – *Behavioral Health*

2. Approval of Change Order #6 between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project. This change order adds \$21,534.64. New total contract value is \$314,785.64. Funded through the Health Centers Fund Balance. No County General Funds Involved – *Health Centers*
3. Approval to accept funding from Oregon School-Based Health Alliance (OSBHA) for School Based Health Center program funds. Funding agreement is for \$8,000. No County General Funds are involved. – *Health Centers*
4. Approval to apply for the University of Baltimore – Combating Overdose through Community – Level Intervention (COCLI) to expand Project Hope. Maximum grant award is \$300,000. No County General Funds are involved. – *Public Health*

**C. \*Technology Services**

1. Approval of a Contract with CenturyLink Communications LLC to establish an updated Master Service Agreement for external connections to the Public Telecommunications Network and enhanced services in all Clackamas County buildings and offices. Total contract value is \$840,000 funded through direct billings to Departments, some of which are funded through County General Funds, and external agency billings.

**D. \*Finance**

1. Approval of Public Improvement Contract with R.L. Reimers Company for the Secure Parking Lot Expansion Project at the Central Utility Plant. Total contract value is \$319,225, funded through County General Funds.

**E. \*Business and Community Services**

1. Approval of Contract Amendment #3 between Clackamas County and Oregon City Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$155,026. Funded through Oregon State Lottery Funds. No County General Funds are involved.
2. Approval of Contract Amendment #3 between Clackamas County and Sandy Area Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$152,320. Funded through Oregon State Lottery Funds. No County General Funds are involved.
3. Approval of Contract Amendment #3 between Clackamas County and Canby Area Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$162,366. Funded through Oregon State Lottery Funds. No County General Funds are involved.
4. Approval of Contract Amendment #3 between Clackamas County and Lake Oswego Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #3 adds \$50,000 for a new total contract value of \$163,520. Funded through Oregon State Lottery Funds. No County General Funds are involved.



5. Approval of Contract Amendment #4 between Clackamas County and North Clackamas County Chamber of Commerce to provide Business Recovery Center services in support of the local business community impacted by the COVID-19 pandemic. Amendment #4 adds \$50,000 for a new total contract value of \$193,145. Funded through Oregon State Lottery Funds. No County General Funds are involved.
6. Approval of the Sale and Transfer of a remnant parcel of County Property adjacent to SW Frog Pond Lane to Donnie L. Martin for \$1000. No County General Funds are involved.

**F. \*Disaster Management**

1. Approval of a Contract with AshBritt, Inc. for On-Call Disaster Debris Removal and Disposal Services. As an on-call disaster response contract, funding is not identified in advance. General funds may be used, but will be identified and approved by the Board as needed.
2. Approval of Amendment #1 to the State Homeland Security Grant Agreement #19-214 between Clackamas County and the State of Oregon for 3 Shelter Trailers. Amendment #1 extends the duration of the existing agreement to July 31, 2022. Total agreement value remains \$36,300 funded through the Oregon Office of Emergency Management. No County General Funds are involved.

**G. \*Transportation and Development**

1. Approval of Annual Intergovernmental Agreement with Metro to Implement the FY 21-22 Annual Waste Reduction and Recycle at Work Program. This will provide \$506,422 in funding to the County for Fiscal Year 20-21. No County General Funds are involved.
2. Approval of the Second Amendment to an Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services. Clackamas County's Building Codes Division pays a rate of \$57.89 per hour for work performed by the City of Beaverton and the total dollar amount is based on the hours worked during the timeframe of this agreement. Funding is through revenue from fees for permitting and plan reviews. No County General Funds are involved.
3. Approval of Amendment #4 with David Evans and Associates, Inc. for the South End Road at Milepost 3.8. Amendment #4 adds \$366,982.82 for a new total of \$996,024.29 with funding through the federal emergency relief funds (\$329,293.68) and a County Road Fund Match of 10.27% (\$37,689.14). No County General Funds are involved.

**III. \*WATER ENVIRONMENT SERVICES CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval of Contract Amendment #2 between Water Environment Services and Otak, Inc for the Water Environment Services & Happy Valley Storm System Master Plan. Amendment #2 adds \$215,602 for targeted basin planning and expanded Capital Improvement Plan development. New Contract total is \$692,601 funded through WES Surface Water Operating Funds. No County General Funds are involved.

**IV. PUBLIC COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

*Please note, the ideas expressed during public communication do not necessarily reflect the ideas or beliefs of Clackamas County or the Board of County Commissioners.*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**

October 28, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval to execute a contract between Housing Authority of Clackamas County (HACC) and Impact NW to provide Supportive Housing Case Management and Housing Navigation and Placement. Not to Exceed \$267,225.00  
No County General Funds Involved

<b>Purpose/Outcomes</b>	Approval to execute the contract between HACC and Impact NW to provide housing navigation and placement as well as supportive housing case management services for the Supportive Housing Services Program
<b>Dollar Amount and Fiscal Impact</b>	Total value for the contract over the contract terms is \$267,225.00
<b>Funding Source</b>	Supportive Housing Services Program funding as identified and approved by the Board of County Commissioners – No County General Funds are involved
<b>Duration</b>	Upon signature through October 31, 2022
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	10/04/21; Andrew Naylor
<b>Contact Person</b>	Jill Smith, HACC Executive Director 503-742-5336
<b>Procurement Review</b>	This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement.
<b>Contract No.</b>	Contract No. 10364

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a division of the Health, Housing and Human Services Department (H3S) of Clackamas County, requests approval to execute a contract with Impact NW to provide supportive housing case management services and housing navigation and placement services for the Supportive Housing Services Program (SHS Program). The SHS Program is focused on providing permanent supportive housing and supportive services to vulnerable individuals in Clackamas County currently experiencing or at risk of experiencing homelessness, many of whom have a disability.

On August 5<sup>th</sup>, HACC issued a Request For Proposals (RFP) #06-2021 for supportive housing case management and housing navigation and placement services for the initial roll out of the SHS Program. This procurement process was conducted by HACC staff in partnership and approval from County Finance and the County Procurement office. The RFP was conducted with compliance of County and Local Contract Review Board rules and leadership oversight from Procurement. HACC received eleven (11) applications which were evaluated by members of the Continuum of Care Steering Committee (CoCSC), as the inclusive decision making body for the SHS Program as outlined in the Clackamas

County Local Implementation Plan (LIP). The five highest scoring applicants were notified of their award on September 2nd. Impact NW was awarded to provide both supportive housing case management and housing navigation and placement services.

Impact NW has extensive experience serving vulnerable populations in need of housing assistance and supportive services throughout Oregon, including Clackamas County. Each year their staff assist approximately 20,000 people with comprehensive stabilization and strengthening services in a multitude of programs throughout Oregon and Washington. Through this contract they will provide housing navigation and placement for at least 10 households and supportive housing case management services to at least 20 households.

Impact NW will be providing housing navigation and placement services to assist households in locating and securing permanent housing by assisting them in overcoming any barriers they may be experiencing. They will link households to rent assistance vouchers programs including the Regional Long-term Rent Assistance Program (RLRA) and will also link them to ongoing Supportive Housing Case Management as needed to stay stably housed.

Impact NW will be providing Supportive Housing Case Management to households needing additional wrap-around services in permanent placements. Supportive housing case management is often the missing piece that when added to rent assistance programs can lead to greater housing success.

The initial population served by this contract will be those transitioning from time-limited or temporary emergency housing to more permanent housing solutions. The contract also allows for additional households to be served as capacity and funding allows. This contract will secure services for one year with options to extend and expand to add new households for up to three additional years.

Together, providers awarded through this first successful RFP will be able to assist approximately 100 households with housing navigation and placement services and approximately 200 households with supportive housing case management services and begin the roll out of the SHS Program.

**RECOMMENDATION:**

Staff respectfully recommends that the Housing Authority Board of Clackamas County approve the contract between Impact NW and HACCC to provide supportive housing case management and housing navigation and placement services for the SHS Program. Staff also recommends the Board authorize Commissioner Tootie Smith, Chair, to sign on behalf of the Housing Authority Board.

Respectfully submitted,



Rodney A. Cook, Director  
Health, Housing and Human Services

**HOUSING AUTHORITY OF CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract # 10364**

This Personal Service Contract (this "Contract") is entered into between the Housing Authority of Clackamas County ("HACC") and Impact NW ("Contractor") collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on October 31, 2022.
- 2. Scope of Work.** Contractor shall provide the following personal services: provide housing navigation and placement as well as supportive housing case management services ("Work"), further described in **Exhibit A**.
- 3. Consideration.** HACC agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Sixty Seven Thousand Two Hundred Twenty Five dollars (**\$267,225.00**), for accomplishing the Work required by this Contract. Consideration rates are on a fixed budget basis in accordance with the costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

Contractor understands and agrees that HACC's obligation to pay Contractor for performing the Work under this Contract is expressly contingent upon HACC receiving sufficient funds, as determined by HACC in its sole administrative discretion, from the Metro Regional Government ("Metro") under the supportive housing services program tax, approved as ballot measure 26-210.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following HACC's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and HACC will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. See Exhibit C.

Invoices shall reference the above Contract Number and be submitted to: Housing Authority of Clackamas County, [HACCAP@clackamas.us](mailto:HACCAP@clackamas.us)

- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

**6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

**7. Contractor and HACC Contacts.**

Contractor	HACC
Administrator: Kendra Johnson Phone: (971) 238-9895 Email: kjohnson@impactnw.org	Administrator: Vahid Brown Phone: (971) 334-9870 Email: vbrown@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. HACC and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by HACC in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of HACC without regard to principles of conflicts of law. Any claim, action, or suit between HACC 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. In no event shall this section be construed as a waiver by HACC of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the

jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend HACC, Clackamas County, and their officers, elected officials, agents and employees (“Indemnified Parties”) from and against all claims and actions, 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, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the Indemnified Parties, nor purport to act as legal representative of the Indemnified Parties, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for the Indemnified Parties, nor shall Contractor settle any claim on behalf of the Indemnified Parties without the approval of the Clackamas County Counsel’s Office. The Indemnified Parties may, at their election and expense, assume provide housing navigation and placement as well as supportive housing case management services their own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although HACC reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, HACC cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of HACC for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to HACC employees, including, but not limited to, 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.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name HACC and Clackamas County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045 or [HACCSHS@clackamas.us](mailto:HACCSHS@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.



Required – Sexual Abuse and Molestation: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to HACC. Any insurance or self-insurance maintained by HACC shall be excess and shall not contribute to it. Any obligation that HACC agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** 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. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to HACC, a copy shall also be sent to: Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045, or [HACCSHS@clackamas.us](mailto:HACCSHS@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during HACC's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of HACC. HACC and Contractor intend that such Work Product be deemed "work made for hire" of which HACC shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to HACC all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as HACC may reasonably request in order to fully vest such rights in HACC. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, HACC shall have no rights in any pre-existing Contractor intellectual property provided to HACC by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for HACC use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to HACC that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice



HACC's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

**15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**16. SUBCONTRACTS AND ASSIGNMENTS.** 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 HACC, which shall be granted or denied in HACC's sole discretion. In addition to any provisions HACC may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. HACC's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle HACC 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 or applicable law.

**19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by HACC (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time HACC fails to receive funding, appropriations, or other expenditure authority as solely determined by HACC; or (B) if Contractor breaches any Contract provision or is declared insolvent, HACC may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from HACC, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to HACC all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon HACC's request, Contractor shall surrender to anyone HACC designates, all documents, research, objects or other tangible things needed to complete the Work.

**20. REMEDIES.** If terminated by HACC due to a breach by the Contractor, then HACC shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the pro rata permitted annual costs incurred as of the date of the notice of termination, less any amounts previously paid to Contractor by HACC and any setoff to which HACC is entitled. As used herein, "permitted annual costs" means those costs identified in the budget set forth in Exhibit B, Personal Service Contract Budget, and incurred in accordance with this Contract.

- 21. NO THIRD PARTY BENEFICIARIES.** HACC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither HACC nor Contractor shall be held responsible for delay or default caused by events outside HACC or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of HACC to enforce any provision of this Contract shall not constitute a waiver by HACC of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against HACC on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling HACC to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that HACC desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information

of HACC ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by HACC, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or HACC's request, Contractor will turn over to HACC all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to HACC that cannot adequately be compensated in damages. Accordingly, HACC may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of HACC and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by HACC to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by HACC, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to HACC; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to HACC.

Contractor shall report, either orally or in writing, to HACC any use or disclosure of Confidential Information not authorized by this Contract or in writing by HACC, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to HACC immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by HACC.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**29. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of HACC may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**30. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to HACC only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; HACC accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, HACC consents to such use by any other public agency.

**31. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Impact NW

Housing Authority of Clackamas County



09/30/2021

\_\_\_\_\_  
Tootie Smith, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Name: Andy Nelson, Executive Director

\_\_\_\_\_  
10/4/2021

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

Oregon Business Registry # 078955-19

\_\_\_\_\_  
Domestic Non Profit Organization  
Entity Type / State of Formation

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

**SHS PROGRAM GUIDING PRINCIPLES AND EXPECTATIONS**

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**I. Equity:**

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. HACC recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. HACC recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, Contractor must develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with the HACC SHS team to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to equity and inclusion training on an on-going basis.

**Outcomes:**

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, HACC aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.

- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

### **Coordination:**

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices that must be followed. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

### **Services:**

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, Contractor must follow the following proven practices:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.
- Vulnerable populations are prioritized.

- Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
- Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

**Participant Voice:**

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness. Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

**System-wide Service Delivery Expectations (in addition to any items above):**

Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain an effective working relationship. HACC will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4) outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.
- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by HACC

## Housing Navigation & Placement Program Design

Contractor shall provide a housing navigation and placement program. This program will assist approximately 10 households in moving from the **designated hotel/motel shelter** setting (defined here as the motel shelter program funded directly by the County as part of its COVID-19 response efforts, or any other motel program funded by Clackamas County, with a population served designated by HACC) into permanent rental housing within the Metro jurisdictional boundaries and provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff). This program will provide connections with supportive services and any necessary re-location navigation, after initial housing placement. The goal will be to move approximately 10 households into permanent housing within six months.

Housing navigation and placement consists of flexible services and funding to assist households in accessing and securing rental housing. Housing navigation and placement is tailored to meet each household's specific needs so they can move into rental housing as quickly as possible.

While it is anticipated some households may not engage with navigation and placement, multiple, progressive efforts will be made to engage each household, currently staying in the hotel/motel program, in a housing search plan. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement. Such provision of supplies will be considered an allowable expense under client assistance flexible funds.

The expected navigator to participant ratio is 1:10.

Housing navigation must include the following:

- Check-ins at least weekly with all participating households.
- Assessment of housing barriers, needs and preferences.
- Support and flexible funds to address immediate housing barriers.
- Assistance attending RLRA briefing(s) and responding to program requirements to secure long term rent assistance.
- Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
- Landlord engagement, establishing relationships with landlords to facilitate participant placement.
- Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary to obtain housing.

Housing placement must include the following:

- Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs.

## Housing Navigation & Placement Program Benchmarks

To indicate program success, Contractor must meet the following benchmarks:

### *Timeline*

1. Hire at least 75% of staff and enroll the first participant within 30 days of Contract execution;
2. Place at least one household into permanent housing within 45 days of Contract execution;



3. Place the higher of 2 households or 10% of total contracted households within 60 days of Contract execution;
4. Place 50% of total contracted households within 90 days of Contract execution;
5. Place 75% of total contracted households within 150 days of Contract execution;
6. Place 100% of total contracted households within 180 days of Contract execution; and
7. Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

\*percent based on # of households contracted

The program will be expected to follow the timeline below, meeting each benchmark, as indicated. Unmet benchmarks will result in the following progressive action:

- First time missing a benchmark
  - Monitoring meeting with SHS Team to identify barriers and possible solutions
- Second time missing a benchmark
  - Another monitoring meeting which will result in a mutually agreed upon Performance Improvement Plan (PIP)
- Third time missing a benchmark
  - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including Contract termination, available.

HACC will use HMIS data to verify benchmark achievement. Contractor is expected to notify HACC through email within 14 days once staff are hired and if there are challenges in meeting any of the benchmarks above.

Any additional households assigned beyond the contracted number are expected to be placed within 90 days of program enrollment.

### **Supportive Housing Case Management (“SHCM”) Program Design**

Contractor shall provide a supportive housing case management program. Supportive housing is affordable housing combined with ongoing services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability. This program will assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, as well as households who have obtained housing from the designated motel shelter program in maintaining that housing within the Metro jurisdictional area. Additionally, this program will work with the navigation program if re-location housing navigation services are needed after initial permanent housing placement.

Those permanently housed by the navigation component in this Contract will receive a warm hand-off into this supportive housing program. Subject to availability of funds, as determined by HACC in its sole administrative discretion, HACC will pay the rental subsidy costs through the Regional Long-term Rental Assistance (RLRA) program. HACC will also provide coordination to support smooth transitions between housing navigation/placement and supportive housing case management.

This program will assist approximately 20 households with supportive housing case management. Households are in scattered-site rental units within the Metro jurisdictional area. The expected case manager to participant ratio is 1:20. As more participants are added to the case load, more staff must be added to accommodate them.

Case management services are dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by “graduating” from rental subsidy and/or intensive case management.

Specific components of supportive housing case management include, but are not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly.
- Highly flexible services tailored to meet the needs of each household must be offered.
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
  - Ongoing relational support
  - Assistance responding to RLRA requirements including inspections and paperwork completion
  - Act as a landlord contact and assist in landlord relationship development
  - Education on tenant and landlord rights and responsibilities
  - Regular communication with the tenant and property management
  - Early intervention and support to address issues that could jeopardize housing stability
  - Problem solving and crisis management
  - Connection to independent living supports and/or provision of life skills training, as needed
  - Connections to education and employment opportunities
  - Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
  - Appropriate use of flexible funding to support housing stability goals
  - Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
  - Coordination and connections with other supportive services as needed
  - Plan to “graduate” from housing subsidy and/or intensive housing case management services, as appropriate

### **Supportive Housing Case Management Benchmarks**

To verify program implementation and progress toward participant success, Contractor must meet the following goals:

1. Serve participants, as assigned through case conferencing with partner agencies;
2. Communicate at least monthly with each participating household;
3. Maintain permanent housing for all program participants; and
4. Notify HACC through email if any of the goals above are not met.

If the Contractor fails to meet the requirements in #1 and 2 above, or a participant exits into homelessness (non-permanent housing situation), the following progressive action will result:

- First time failing to meet goals, as outlined above
  - Monitoring meeting with HACC to identify barriers and possible solutions
- Second time failing to meet goals, as outlined above
  - Another monitoring meeting which will result in a mutually agreed upon PIP
- Third time failing to meet goals, as outlined above
  - Another monitoring meeting, including an evaluation of PIP, with all remedies, up to and including contract termination, available

In order to identify met and unmet goals, Contractor will notify HACC through email within the timeline listed below, if any of the following occur:

1. Decline to serve a participant assigned through case conferencing with partner agencies
  - a. Contact HACC team within 72 hrs
2. Fail to communicate at least monthly with participants
  - a. Contact HACC team within 30 days

3. Exit a participant to a homeless housing situation
  - a. Contact HACC team within 72 hrs

Notification with an acceptable explanation may avoid progressive action.

**III. In addition to the obligations set forth above, Contractor shall perform the following:**

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Equity
  - a. In alignment with HACC policies and procedures and in coordination with HACC SHS program staff, develop/implement a plan to ensure culturally responsive service delivery including:
    - Ensure access to services for people who do not speak the primary language of the service provider
    - A plan to provide services equitably to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees, recognizing intersectionality
    - A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status
    - Ensure that staff and volunteers have access to Equity and Inclusion training on an on-going basis
  - b. Prioritize vulnerable populations
    - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
    - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness
3. Coordination
  - a. All program participants must be screened through CHA and effectively matched with the most appropriate and available services.
    - Where participants are already in permanent housing, this step is only appropriate if planning to refer to retention services outside of the Contractor
  - b. Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.
  - c. Attend training, community/system networking meetings, and case conferencing meetings as reasonably required by HACC.
4. Services
  - a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
    - Services are aligned with Housing First principles (see Addendum – Definitions)
      - All services are low-barrier, not requiring pre-requisites to become eligible for services or housing
      - Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant
    - Services are highly flexible and tailored to meet the needs of each household
    - Diversion is attempted at every program “door,” when appropriate
    - Vulnerable populations are prioritized

- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately
  - A written termination and/or exclusion policy that appropriately protects the interests of participants by:
    - applying a trauma and equity lens to evaluating rule violations
    - imposing sanctions short of termination whenever reasonably possible
    - informing the participant in clear terms of the reason for their termination and/or exclusion from the program
    - outlines the process for grieving the decision
    - Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions
5. Participant Voice
- a. In alignment with HACC policies and procedures, develop and implement policies to ensure:
    - Participants lead development of their own individual service plans
    - All services are voluntary and that no participant is required to participate in a particular activity in order to receive services
    - Integrate participants (and/or those who were eligible but did not to participate) in decision-making during program/service development, delivery, and evaluation
    - An accessible and transparent grievance process for both program participants and those who were not offered services. Process must be reviewed and approved by HACC
  - b. Administer instrument to gather participant feedback, to be developed in coordination with and reviewed and approved by HACC
  - c. People with lived experience, who participate in decision-making and program development, will be paid for their time and expertise
6. General
- a. Provided services will be provided free of charge to participants
  - b. Confidential information must be protected in compliance with applicable federal, state, and local privacy rules
  - c. All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes
  - d. Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible)
  - e. Adhere to all applicable Fair Housing laws
  - f. Provide staff and volunteers access to opportunities for continuing education on effective practices and approaches
7. Overall Program-specific
- a. If all contracted households have been served and there is existing staff capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:
    - Additional households to SHCM will be referred through CHA and supported with NP assistance
    - Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses
    - Vulnerable populations will be prioritized
      - i. Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities
      - ii. Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness

8. Housing Navigation and Placement Program
  - a. Administer the housing navigation and placement program design set forth above
  - b. Maintain a provider to participant household ratio of not less than 1:10 unless otherwise authorized by HACC
  - c. Assist approximately 10 households in moving from the designated hotel/motel shelter setting into permanent rental housing within the Metro jurisdictional boundaries
  - d. Will implement benchmarks as outlined above
  - e. Participate in case conferencing meetings to coordinate with partner organizations, including designated COVID hotel/motel shelter provider, and determine which participants will be served by which Contractor.
    - Participant preference will be accommodated, whenever possible
  - f. Coordinate and communicate with designated COVID hotel/motel shelter providers to provide a warm hand-off from shelter to navigation and placement services
  - g. Provide a warm hand-off to the supportive housing case manager assigned to each household (except in cases where both navigation/placement and supportive case management are provided by the same staff)
  - h. Provide connections with supportive services
  - i. Provide any necessary re-location navigation, after initial housing placement, as directed by SHS team
  - j. Make multiple, progressive efforts to engage each household, currently staying in the hotel/motel program, in a housing search plan
  - k. If a household does not find permanent housing, or chooses not to engage with housing navigation and placement services, this program will engage in a harm-reduction conversation and may provide supplies to support the chosen living arrangement.
  - l. Provide the following services
    - Check-ins at least weekly with all participating households
    - Assessment of housing barriers, needs and preferences
    - Support and flexible funds to address immediate housing barriers
    - Assistance attending RLRA briefing and responding to program requirements to secure long term rent assistance
    - Housing search assistance, including researching available units, contacting landlords, accompanying participants on apartment tours, etc.
    - Landlord engagement, establishing relationships with landlords to facilitate participant placement
    - Assistance with housing application preparation, housing application appeals and reasonable accommodation requests necessary obtain housing
    - Support with moving assistance, securing furniture, application fees, and other non-rent move-in costs
9. Supportive Housing Case Management (SHCM)
  - a. Administer the SHCM program design set forth above
  - b. Maintain a provider to participant household ratio of 1:20 unless otherwise approved by HACC
  - c. Assist approximately 20 households with supportive housing case management within the Metro jurisdictional boundaries
  - d. Will implement goals as outlined in the SHCM goals section
  - e. Provide services that are flexible, tenant-driven, not time-limited, and voluntary to assist households who are experiencing homelessness in achieving housing stability
  - f. Assist households, who have recently obtained permanent housing through the Metro 300 and ESG RRH programs, in maintaining that housing within the Metro jurisdictional area
  - g. Accept a warm hand-off from the navigation and placement program
  - h. If relocation housing navigation services are needed after initial placement, work with the navigation program within the Contractor to successfully relocate
  - i. Specific components of supportive housing case management shall include, but are

not limited to:

- One-on-one case management focused on housing stabilization and lease compliance, offered at least monthly
- Services must be offered based upon the individual's needs and desires. These services must include, but are not limited to:
  - i. Ongoing relational support
  - ii. Assistance responding to RLRA requirements including inspections and paperwork completion
  - iii. Act as a landlord contact and assist in landlord relationship development
  - iv. Education on tenant and landlord rights and responsibilities
  - v. Regular communication with the tenant and property management
  - vi. Early intervention and support to address issues that could jeopardize housing stability
  - vii. Problem solving and crisis management
  - viii. Connection to independent living supports and/or provision of life skills training, as needed
  - ix. Connections to education and employment opportunities
  - x. Assistance, or connections to assistance, with applying for SSI/SSDI, or other benefits, when appropriate
  - xi. Appropriate use of flexible funding to support housing stability goals
  - xii. Assistance with house cleaning and unit maintenance as needed to ensure lease compliance
  - xiii. Coordination and connections with other supportive services as needed
  - xiv. Create a plan to "graduate" from housing subsidy and/or intensive housing case management services for each household
    - a. All households identified as meeting Population B (defined here as households who are experiencing or at risk of experiencing homelessness who are otherwise not Population A) will have a plan to "graduate" from subsidy and intensive case management
    - b. Households identified as meeting the Population A (defined here as households experiencing or at imminent risk of experiencing long term homelessness, with one or more disabling conditions, and who have incomes less than 30% AMI) will have a plan to "graduate" from subsidy and/or intensive case management, as appropriate
  - xv. Provide on-going, limited housing retention and crisis intervention to those who have "graduated" from intensive services, but continue to require a rental subsidy
- j. Provide case management services dedicated to ensuring participants remain in permanent housing long-term either through on-going housing subsidy and support or by "graduating" from rental subsidy and/or intensive case management

#### **IV. HACC SHS team responsibilities:**

1. Incorporate and adhere to the guiding principles and expectations set forth above
2. Adhere to all applicable Fair Housing laws
3. Support in creating policy manual, including sharing examples
4. Provide quarterly "data report cards" pulled and analyzed from HMIS, including equity data
5. Provide HMIS access, training, and support
6. Provide connections to CHA and diversion training
7. Coordination, support, and/or facilitation of provider meetings, including case

- conferencing meetings, as needed
8. SHCM- pay monthly rental subsidies and deposits directly to the landlord with RLRA program
  9. Provide information, access, and/or support for staff to attend Equity, Inclusion and continuing education trainings
  10. Connect NP and SHCM programs with the overall system of services for people experiencing homelessness
  11. Support both formal and informal partnerships between provider organizations, including those newly formed
  12. Facilitate connections to broader systems of care, including but not limited to:
    - a. Housing
    - b. Workforce
    - c. Education
    - d. Foster care
    - e. Department of Human Services
    - f. Domestic Violence
    - g. Community corrections
    - h. Healthcare, both physical and mental
    - i. Substance use Disorder treatment
  13. Identify unmet needs, gaps in services and system barriers and address these with the system of providers
  14. Provide case staffing, either in a group of service provider peers or one-on-one, as needed
  15. Assist with program access prioritization, as needed
  16. Incorporate participant voice in SHS programming decisions
  17. Maintain effective working relationships with contracted providers
  18. Attend training and community/systems meetings
  19. If all hotel/motel program participants have moved out of the hotel/motel, and there is additional funding for navigation and placement, direct NP programs to partner with other existing housing programs
  20. Give at least 30 days' notice for changes in program participant demographics
  21. Provide or assist with creation of necessary participant/program forms
  22. Support Contractor in identifying households in the designated COVID hotel/motel program who may be a better fit for STRA/RRH than RLRA with on-going supportive housing case management
  23. Coordinate with Contractor to serve people on CHA waitlists, if necessary
  24. Apply the process as outlined in Navigation and Placement Benchmark and the SHCM goals sections described above

## **V. Reporting Requirements**

Contractor will:

1. Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database
  - a. Complete all necessary initial HMIS data entry training within one month of contract execution
  - b. Collect participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HACC
  - c. comply with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements
  - d. Ensure that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date
  - e. Correct data quality, missing information, and null data errors as specified by SHS Data team within 14 days after the end of each fiscal quarter or as requested.
  - f. Collect, at minimum, universal data elements which include demographic information on all clients at entry

- g. Comply with all confidentiality policies and procedures regarding HMIS and the use of participant data
- h. Ensure only authorized Contractor staff, trained by HACC, shall access the HMIS software
2. Complete narrative sections of quarterly “report cards” within 30 days of receipt
3. Quarterly “report cards” will include, at a minimum, but not limited to the following data categories:
  - a. HMIS data quality: % missing
  - b. Participant demographic data, including race and ethnicity
    - i. All data points listed below will include a breakdown of demographic characteristics related to race and ethnicity
  - c. Navigation and Placement
    - i. Number of households served
    - ii. Length of time from program enrollment to permanent housing placement
    - iii. Number of households placed
    - iv. Number of relocations requested vs completed
  - d. Supportive Housing Case Management
    - i. Number of households served
    - ii. Bed/Unit utilization
    - iii. Rates of Permanent Housing
      1. Maintenance of housing in program
      2. Exits to other permanent housing
      3. Relocations within program to another PH unit
      4. Post-exit follow-up PH retention rates
    - iv. Rates of increased access to income and benefits
  - e. Narrative responses to questions that align with the Guiding Principles and Expectations
4. Work with HACC to finalize, then continually improve the quarterly “report card” template
5. Work with HACC to finalize, then continually improve on performance targets
6. Conduct post-program exit follow-up assessments at 6 and 12 months post-exit
  - a. Enter the results into HMIS
7. Prepare an annual participant feedback report
8. Submit to monitoring for contract compliance

HACC will:

1. Work with Contractor to continuously monitor demographics and outcomes, and to create any necessary quality improvement plans
2. Assist with achieving desired program outcomes and improving those outcomes
3. Communicate with Contractor in a timely manner when additional data metrics are determined
4. Use HMIS data to create and provide quarterly “report card” to Contractor
5. Work with SHS-funded agencies, as a group, to finalize, then continually improve the quarterly “report card” template
6. Work with HACC to finalize, then continually improve on performance targets
7. Work with Contractor to identify strengths and weaknesses apparent in programming through data
8. Review and identify strengths and weaknesses from participant feedback report with Contractor
9. Monitor for contract compliance

### Program Design

If all contracted households have been served and there is existing staff and funding capacity, Navigation and Placement (NP) and Supportive Housing Case Management (SHCM), will serve additional households in the following manner:

- Additional households to SHCM will be referred through CHA and supported with NP




assistance.

- Absent additional RLRA funds, NP programs will partner with existing housing programs, as directed by SHS team and informed by needs analyses.
- Vulnerable populations will be prioritized
  - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
  - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.

**EXHIBIT B  
PERSONAL SERVICES CONTRACT  
BUDGET**

RFP #06-2021 Budget		
Line Item Category	Narrative/Description	Funds Requested
<b>Housing Navigation/Placement Services</b>		
Staff Salaries	1.243 FTE	\$ 59,920.00
Fringe Benefits	33%	\$ 19,775.00
Taxes		
Telecommunications	Cell and IT allocation	\$ 2,950.00
Office Equipment	Laptops for 1.5 FTE	\$ 1,800.00
Office Supplies		\$ 300.00
Mileage	Estimated need @federal reimbursement rate	\$ 2,400.00
Insurance	Liability insurance allocation	\$ 5,870.00
Office Occupancy/Rent	Occupancy allocation	\$ 5,370.00
Education/Training		
Program Expenses		\$ 300.00
Client Move-in Costs		
Relocation Costs	Funds for the potential relocation of households currently in housing which need to be placed in a new unit.	
Client Services/Flexible Funding	Flexible funds to be used for application fees, move ins, utilities, basic needs and other stabilization/emergency costs.	\$ 15,000.00
<b>Housing Navigation/Placement Subtotal:</b>		<b>\$ 113,685.00</b>
<b>Supportive Housing Case Management Services</b>		
Staff Salaries	1.243	\$ 59,920.00
Fringe Benefits	33%	\$ 19,775.00
Taxes		
Telecommunications	Cell and IT allocation	\$ 2,950.00
Office Equipment	Laptops for 1.5 FTE	\$ 1,800.00
Office Supplies		\$ 300.00
Mileage	Estimated need @federal reimbursement rate	\$ 2,400.00
Insurance	Liability insurance allocation	\$ 5,870.00
Office Occupancy/Rent	Occupancy allocation	\$ 5,370.00
Education/Training		
Program Expenses		\$ 300.00
Client Services/Flexible Funding	Flexible funds to be used for application fees, move ins, utilities, basic needs and other stabilization/emergency costs.	\$ 20,000.00
<b>Supportive Housing Case Management Subtotal:</b>		<b>\$ 118,685.00</b>
<b>Administration</b>		
Indirect Administration		\$ 34,855.00
<b>Administration Subtotal:</b>		<b>\$ 34,855.00</b>
<b>Total Funds Requested</b>		<b>\$ 267,225.00</b>

# EXHIBIT C PERSONAL SERVICES CONTRACT INVOICE TEMPLATE

<b>INVOICE</b>				
		FYXX (xx/xx/xxxx-xx/xx/xxxx) Fill in actual costs & submit electronically to <a href="mailto:HACCSHS@clackamas.us">HACCSHS@clackamas.us</a>		
Contractor: _____		Billing Period (Month/Year): _____		
Project: _____		Contractor Invoice #: _____		
Address: _____		Contract #: _____		
Contact: _____		Contract \$ Maximum: _____		
Phone #: _____		Contract Term: _____		
Email: _____				
Date(s) of Goods/Services	Description - Please provide a detailed description of each line item including client name <small>*supplemental attachments are required for personnel and mileage reimbursements*</small>	Contracted Budget Line Item Category	Population A/B	Funds Requested
Housing Navigation/Placement Services				
<b>Housing Navigation/Placement Subtotal:</b>				\$ -
Supportive Housing Case Management Services				
<b>Supportive Housing Case Management Subtotal:</b>				\$ -
Indirect Administration				
<b>Administration Subtotal:</b>				\$ -
Capacity Building For Culturally Specific Providers				
<b>Capacity Building for Culturally Specific Providers Subtotal</b>				\$ -
Short-term Rent Assistance				
<b>Short Term Rent Assistance Subtotal</b>				\$ -
<b>Total Funds Requested</b>				<b>\$ -</b>
This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.				
PAYMENT TERMS: Submit itemized invoices by the 10th day of the month following the month services were performed.				
CERTIFICATION: I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.				
Prepared by: _____		Date: _____		
Authorized Signer: _____				
HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE 13930 Gain St, Oregon City, OR 97045   Direct Line: (503) 655-8267   Fax: (503) 655-8676   <a href="mailto:HACCSHS@clackamas.us">HACCSHS@clackamas.us</a>				

**Mileage Reimbursement Supplemental Form**

**FYXX (xx/xx/xxxx-xx/xx/xxxx)**

**Fill in actual costs & attach to the associated invoice**

Contractor _____	Billing Period (Month/Year) _____
Project _____	Contractor Invoice # _____
Address _____	Contract # <u>XXXX</u>
Contact _____	
Phone # _____	
Email _____	

Date of Travel	Name of Personnel and Client Served	# of miles traveled	Funds Requested
			\$
			\$
			\$
			\$
			\$
			\$

<b>Mileage Subtotal</b>	<b>\$</b>
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*This form derives from the approved budget in your Agreement/Contact. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.*

**PAYMENT TERMS:** Submit itemized invoices by the 10th day of the month following the month services were performed.

**CERTIFICATION:** I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

**Prepared by:** \_\_\_\_\_

**Authorized Signer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE  
 13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 HACCSHS@clackamas.us

**Personnel Reimbursement Supplemental Form  
FYXX (xx/xx/xxxx-xx/xx/xxxx)**

**Fill in actual costs & attach to the associated invoice**

Contractor: _____	Billing Period (Month/Year) _____
Project: _____	Contractor Invoice # _____
Address: _____ _____	Contract # _____ XXXX
Contact: _____	
Phone #: _____	
Email: _____	

Days Worked	Name of Personnel	# of Hours Worked	Hourly Rate	Funds Requested
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
<b>Subtotal</b>			<b>Personnel</b>	<b>\$</b>

*This form derives from the approved budget in your Agreement/Contract. Expenditures must have adequate supporting documentation. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient pertinent to this Agreement/Contract.*

**PAYMENT TERMS:** Submit itemized invoices by the 10th day of the month following the month services were performed.

**CERTIFICATION:** I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement/Contract.

**Prepared by:** \_\_\_\_\_

**Authorized Signer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

HOUSING AUTHORITY OF CLACKAMAS COUNTY, ACCOUNTS PAYABLE  
13930 Gain St, Oregon City, OR 97045 | Direct Line: (503) 655-8267 | Fax: (503) 655-8676 |HACCSHS@clackamas.us

**EXHIBIT D  
PERSONAL SERVICES CONTRACT  
DEFINITIONS**

Culturally Responsive and Culturally Specific Services

HACC is using definitions of Culturally Responsive and Culturally Specific services developed through a collaborative Metro-wide work group.

Culturally Responsive

Culturally responsive services are general services that have been adapted to honor and align with the beliefs, practices, culture and linguistic needs of diverse consumer / client populations and communities whose members identify as having particular cultural or linguistic affiliations by virtue of their place of birth, ancestry or ethnic origin, religion, preferred language or language spoken at home. Culturally responsive services also refer to services provided in a way that is culturally responsive to the varied and intersecting “biological, social and cultural categories such as gender identity, class, ability, sexual orientation, religion, caste, and other axes of identity.” Culturally responsive organizations typically refer to organizations that possess the knowledge and capacity to respond to the issues of diverse, multicultural communities at multiple intervention points. Culturally responsive organizations affirmatively adopt and integrate the cultural and social norms and practices of the communities they serve. These agencies seek to comprehensively address internal power and privilege dynamics throughout their service delivery, personnel practices and leadership structure.

A culturally responsive organization is one that reflects the following characteristics:

- Prioritizes responsivity to the interests of communities experiencing inequities/racism and provides culturally grounded interventions [that] have been designed and developed starting from the values, behaviors, norms, and worldviews of the populations they are intended to serve, and therefore most closely connected to the lived experiences and core cultural constructs of the targeted populations and communities;
- Affirmatively adopts and integrates the cultural and social norms and practices of the communities they serve;
- Addresses power relationships comprehensively throughout its own organization, through both the types of services provided and its human resources practices. A key way of doing this is engaging in critical analysis of the organization’s cultural norms, relationships, and structures, and promoting those that support democratic engagement, healing relationships and environments;
- Values and prioritizes relationships with people and communities experiencing inequities universally, paying particular attention to communities experiencing racism and discrimination;
- Commits to continuous quality improvement by tracking and regularly reporting progress, and being deeply responsive to community needs; and
- Strives to eliminate barriers and enhance what is working.

Culturally responsive organizations seek to build change through these major domains:

- Organizational commitment, leadership, and governance;
- Racial equity policies and implementation practice;
- Organizational climate, culture, and communications;

- Service-based equity and relevance;
- Workforce composition and quality;
- Community collaboration;
- Resource allocation and contracting practices; and
- Data metrics and continuous quality improvement.

### Culturally Specific

Culturally specific services are services provided for specific populations based on their particular needs, where the majority of members/clients are reflective of that community, and use language, structures and settings familiar to the culture of the target population to create an environment of belonging and safety in which services are delivered. Culturally specific organizations typically refer to organizations with a majority of members/clients from a particular community. Culturally specific organizations also have a culturally focused organizational identity and environment, a positive track record of successful community engagement, and recognition from the community served as advancing the best interests of that community. Organizations providing Culturally Specific Services reflect the following characteristics:

- Programs are designed and continually shaped by community input to exist without structural, cultural, and linguistic barriers encountered by the community in dominant culture services or organizations AND designed to include structural, cultural and linguistic elements specific to the community's culture which create an environment of accessibility, belonging and safety in which individuals can thrive.
- Organizational leaders, decision-makers and staff have the knowledge, skills, and abilities to work with the community, including but not limited to expertise in language, core cultural constructs and institutions; impact of structural racism, individual racism and intergenerational trauma on the community and individuals; formal and informal relationships with community leaders; expertise in the culture's explicit and implicit social mores. Organizational leaders and decision-makers are engaged in improving overall community well-being, and addressing root causes.
- Intimate knowledge of lived experience of the community, including but not limited to the impact of structural or individual racism or discrimination on the community; knowledge of specific disparities documented in the community and how that influences the structure of their program or service; ability to describe the community's cultural practices, health and safety beliefs/practices, positive cultural identity/pride/resilience, immigration dynamics, religious beliefs, etc., and how their services have been adapted to those cultural norms.
- Provide multiple formal and informal channels for meaningful community engagement, participation and feedback at all levels of the organization (from service complaints to community participation at the leadership and board level). Those channels are constructed within the cultural norms, practices, and beliefs of the community, and affirm the positive cultural identity/pride/resilience of the community. Community participation can and does result in desired change.
- Commitment to a highly skilled and experienced workforce by employing robust recruitment, hiring and leadership development practices including but not limited to valuing and caring for community and/or lived experience; requirements for professional and personal references within the community; training standards professional development opportunities and performance monitoring.

- Commitment to safety and belonging through advocacy; design of services from the norms and worldviews of the community; reflect cultural constructs of the culturally specific community; understand and incorporate shared history; create rich support networks; engage all aspects of community; and address power relationships.

**Housing First Principles:**

- Few to no programmatic prerequisites to permanent housing entry
- Low barrier admission policies
- Rapid and streamlined entry into housing
- Supportive services are voluntary, but can and should be used to persistently engage tenants to ensure housing stability
- Tenants have full rights, responsibilities, and legal protections
- Practices and policies to prevent lease violations and evictions
- Evictions from housing do not result in termination from the program

For more information on housing first, visit: <https://endhomelessness.org/resource/housing-first/> and <https://www.hudexchange.info/resource/3892/housing-first-in-permanent-supportive-housing-brief/>



October 28, 2021

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a 3 year lease of the HACC owned office space at 146 Molalla Ave, Oregon City to Central City Concern for the administration of the LEAD® program in Clackamas County generating lease revenue of \$5,400 annually with an annual increase of 3%.  
No County General Funds Involved.

<b>Purpose/Outcomes</b>	Approval to lease approximately 800 square foot office space at 146 Molalla Ave, Oregon City to Central City Concern for the LEAD® program
<b>Dollar Amount and Fiscal Impact</b>	Lease revenue is \$5,400 annually with an annual increase of 3%
<b>Funding Source</b>	No County Funds are involved
<b>Duration</b>	3 year lease
<b>Previous Board Action/Review</b>	N/A
<b>Counsel Review</b>	Lease approved by County Counsel on 8/24/2021
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Contact Person</b>	Jill Smith, Executive Director, Housing Authority 503-742-5336

**BACKGROUND:**

The Housing Authority of Clackamas County currently owns a small office space over a storage garage at 146 Molalla Ave, Oregon City OR 97045. The space has been utilized by different County departments in the past. The office has room for three Central City Concern staff members to operate the LEAD® program in Clackamas County. The vast majority of client care is being delivered in the community with the office space being utilized for administrative tasks and not direct client care. This lease agreement would lease the office space to Central City Concern staff for 3 year period which would generate \$5,400 annual revenue to HACC with an annual increase of 3%

LEAD® is a pre-booking diversion program that was developed in Seattle, WA in 2011 and has now been replicated in four other jurisdictions around the country. LEAD® allows police officers to redirect low-level offenders involved in drug activity to intensive case management tailored to the individual's needs instead of jail and prosecution. The goals of this innovative approach are to reduce the harm that a drug offender causes him or herself and the surrounding community, reduce recidivism rates for low-level offenders, reduce the number of low level offenders in jail and decrease the number of people of color prosecuted for low-

level drug possession. Participation is voluntary but requires completion of an in-depth assessment within 30-days of arrest for the case not to be filed.

Central City Concern has been contracted to provide intensive case management services for LEAD® participants. As the program progresses, stakeholders are committed to a rigorous evaluation of its impact and effectiveness and will evaluate whether LEAD® has resulted in reductions in drug use and recidivism, and is more cost-effective than traditional criminal justice response.

**RECOMMENDATION:**

HACC staff recommends the approval of a 3 year lease of the HACC owned office space at 146 Molalla Ave, Oregon City to Central City Concern for the administration of the LEAD® program in Clackamas County generating lease revenue of \$5,400 annually with an annual increase of 3%.

Respectfully submitted,

*Mary Rumbaugh*

Rodney A. Cook, Director  
Health, Housing and Human Services

## LEASE AGREEMENT FOR OFFICE SPACE

This lease agreement, entered into and effective upon signature of both parties, is made by and between the Housing Authority of Clackamas County, with its principal offices located at 13930 S. Gain Street, Oregon City, OR 97045 ("Lessor"), and Central City Concern, located 232 NW 6th Avenue, Portland, Oregon 97209 ("Lessee") and provides as follows;

Lessor warrants and represents that it owns that certain parcel of land located at 146 Molalla Avenue, Oregon City, OR 97045 and described as follows and found in Exhibit 1.

- Parcel Number APN 2-2E-32CB-05800. Part of Lot 1, Block 9, Mt. Pleasant, now commonly known as Holms Addition to Oregon City, Oregon, in the County of Clackamas and State of Oregon, and part of the property lying South thereof, described as: beginning at the Southeast corner of said Lot 1, Block 9, Holmes Addition aforesaid; thence South 30.00 feet; thence West 210.00 feet; thence North 85.00 feet; thence East 210.00 feet; thence South 55.00 feet to the place of beginning.

Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this lease, a portion of the Property that is described as approximately 800 square feet of finished office space located in the southwest corner of the Property with the address of 146 Molalla Avenue, Oregon City OR 97045 including kitchen, bathroom, first floor meeting area and all office space located on the second floor ("Premises"). The Premises excludes a storage room on the first floor that is accessible from a separate door.

Therefore, the parties agree as follows:

1. Term. The term of this lease shall commence on the date of occupancy, shall continue on a month-to-month basis, and shall terminate on August 31, 2024. Lessee is entitled to occupancy immediately upon the effective date of this lease.
2. Rent. Lessee agrees to pay Lessor a minimum monthly rent during the term of this lease in the amount of \$450.00 per month, payable on the first day of each month during the term of this lease, with payments to be made by mailing by U.S. Mail to Lessor's office, postmarked no later than the first day of each month during the term of this lease. Rent paid after the 5th day of the month shall be considered late and a penalty of \$25.00 shall be assessed to the Lessee's rental account.

Monthly rent shall increase annually by 3%, as set forth below:

- September 1, 2023 – August 31, 2024: \$463.00
- September 1, 2024 – August 31, 2025: \$477.00

3. Net lease. This lease is a net lease. Except as expressly provided in this lease, Lessee will be responsible for paying all costs and expenses relating to the Premises, including any real and personal property taxes, fees, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this lease, Lessee is required to pay, all sums, impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this lease. If Lessee fails to make a payment, Lessor will have (in addition to all other rights and remedies) all the rights and remedies provided for in this lease or by law for nonpayment of rent.



4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor at: 13930 S. Gain Street, Oregon City, OR 97045

To Lessee at: 232 NW 6th Avenue, Portland, Oregon 97209

5. Parking. It is agreed that Lessee, its agents, servants, employees, customers, guests, and invitees, shall have the exclusive right to park without charge, throughout the term of this lease in available parking spaces located on the east side of the Premises except in front of the garage door and marked parking spaces along the north end of the parking lot and parking spaces along the East side of the parking except for the two marked spaces next to the neighboring house on the southeast corner of the Premises, as depicted on the map attached hereto as Exhibit 2 and incorporated by this reference herein
6. Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition. Lessee acknowledges that it has examined the Premises and agrees to accept the Premises in "as-is" condition, and that Lessor has made no representations or warranties regarding the condition of the Premises or its fitness for any particular use.
7. Use. Lessee shall use the Premises as an office for the delivery of supportive services to houseless persons and shall not use or permit the Premises to be used for any other purpose.
8. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.
9. Alterations by Lessee. Lessee agrees that except for the tenant improvements contemplated in this lease, Lessee will make no alterations to the Premises without the prior written consent of the Lessor.
10. Hazards. Lessee shall not use the Premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the Building, or cause the cancellation of any insurance policy covering the Building, or sell or permit to be kept, used, or sold in or about the Premises, any article that may be prohibited by Lessor's insurance policies.
- a. Lessee shall not commit any waste upon the Premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Lessee allow the Premises to be used for or any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
- b. Nor shall Lessee use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
11. Improvements. Lessee will not make any modification, alteration, or improvement to the Premises including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Lessor. Any such modification, alteration, or improvement will be performed in compliance with all applicable law and in a good and workmanlike manner. Unless otherwise agreed to in writing, all modifications, alterations, and improvements will become property of Lessor.

12. Care of the Premises. Lessee agrees to take good care of the Premises including but not limited to regularly cleaning of the kitchen, bathroom and office areas; keeping parking lot free of debris and other hazards; and reporting damages or failures of any structural building components, plumbing, electrical or heating and cooling equipment.
13. Insurance and Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except to the extent caused solely by the negligent acts or omissions of Lessor.
  - a. To the fullest extent permitted by law, Lessee agrees to indemnify, hold harmless and defend Lessor, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon (1) damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Lessee or Lessee's employees, subcontractors, or agents; (2) Lessee's use of the Premises; or (3) Lessee's breach of this lease. However, neither Lessee nor any attorney engaged by Lessee shall defend the claim in the name of Lessor, nor purport to act as legal representative of Lessor, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for Lessor, nor shall Lessee settle any claim on behalf of Lessor without the approval of the Clackamas County Counsel's Office. Lessor may, at its election and expense, assume its own defense and settlement.
  - b. Lessee shall furnish to Lessor a certificate of general liability insurance, and a certificate of renewal of such insurance from time to time throughout the term of this lease, insuring Lessees against liability for personal injury in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate (including coverages for discrimination, fair housing and ADA violations, and sexual molestation), and shall name Lessor as an additional insured on all policies required under this lease.
14. Lessor's Right to Inspect. Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations of any public authority.
15. Repairs and Maintenance. Lessor agrees that it shall, at its cost and expense, maintain the parking area described in Paragraph 5, the Property, and the Premises, and every part of them, in good condition, except that Lessee shall make any repairs or replacements necessitated by damage caused by the Lessee or its employees, agents, invitees, or visitors. Provided, however, if Lessee fails to make any such repairs or replacements promptly, Lessor may, at its sole option, make the repairs or replacements after at least ten (10) days prior written notice to Lessee, and Lessee shall repay the cost of the repairs or replacements to Lessor on demand. Notwithstanding anything to the contrary in this Section 15, Lessor shall not be responsible for repainting the Premises or for replacement of the carpeting unless repainting or replacement is made necessary by the negligence of Lessor or its agents, employees, servants, contractors, or subcontractors.
16. Utilities. Lessee will pay for all utilities including, but not limited to, electricity, water and sewer, natural gas and refuse pick up.
17. Janitorial Service. Lessor will not provide janitorial services. Lessee agrees to maintain leased space clean and free of debris.



18. No Recoupment or Set-off. Lessor's obligations under this lease shall not grant Lessee the right of set-off or recoupment of rent and Lessee shall have no claim for rebate of rent or damages arising from or related to Lessor's reasonable repair and maintenance of the Premises.
19. Destruction of Premises. If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in a way that does not render the premises unfit for the conduct of Lessee's business or that does not injure Lessee's business, Lessor shall promptly and through the exercise of reasonable diligence repair the damage and restore the Premises, at Lessor's expense, to the condition in which the Premises existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent.
20. Eminent Domain. As used in this section, the word "condemned" shall include (a) receipt of written notice of the intent to condemn from an entity having the power of eminent domain, (b) the filing of any action or proceeding for condemnation by any such entity, and (c) the conveyance of any interest in the Premises by the Lessor or the Lessee to a public or quasi public authority having the power of eminent domain with respect to the Premises as a result of the authority's express written intent to condemn. In the event any part of or interest in the Premises or Property is condemned, this lease shall terminate at the option of either Lessor or Lessee as of the date title or actual possession vests in the condemner, whichever first occurs, and rent under this lease shall be payable only to that date. Lessor shall return to Lessee any rent paid beyond that date. Lessor shall give Lessee written notice promptly after receiving notice of any contemplated condemnation and Lessee shall have thirty (30) days after receipt of the notice to terminate this lease, provided the contemplated condemnation will render the Premises unfit for use by Lessee in the ordinary conduct of its business or will in Lessee's opinion injure Lessee's business.
21. Assignment and Subletting. Lessee may not sublet or assign its interest under this lease without the written consent of Lessor. If permission is granted, Lessee may assign its interest in this lease, provided Lessee remains personally liable for the performance of its obligations under this lease through the remainder of the original term, together with all extensions, expansions, and renewals that may have been executed by Lessee and Lessor prior to any such assignment.
22. Sale of Premises. Lessor may actively market the Premises for sale at any time during the term of this lease. Upon sale of the Premises during the term of this lease or any extensions, this lease shall be terminated. Lessor shall not agree to any sale terms that shorten the notice of termination period required to be given to Lessee under this lease.
23. Default. The following constitute a default under this lease:
  - a. Lessee's failure to pay any amount required to be paid by Lessee to Lessor under this lease within 10 days after written notice of such nonpayment is given to Lessee;
  - b. Lessee's violation of any term or condition in this lease following 10 days' notice and opportunity to cure;
  - c. Lessee's failure to occupy the Premises for one or more of the purposes permitted under this lease for a period of ten (10) business days or more, unless such failure is excused by Lessor;
  - d. Lessee becomes insolvent, makes an assignment for the benefit of creditors, a receiver is appointed for Lessee's properties.
24. Termination
  - a. Non-default Termination: This lease may be terminated for the following non-default reasons:
    - i. By mutual agreement of the parties;
    - ii. By Lessor for the following reasons:
      1. Upon thirty (30) day's written notice to Lessee, for convenience; or



2. Immediately if Lessor fails to receive expenditure authority sufficient to allow Lessor, in the exercise of its reasonable administrative discretion, to continue to perform under this lease; or
  3. Immediately if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this lease is prohibited.
- b. Termination for Default: upon occurrence of an event of default and failure to cure, if permitted, Lessor may immediately terminate this lease upon written notice to Lessee and exercise any remedy provided herein.

25. Remedies.

- a. Upon the occurrence of an event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this lease:
  - i. Termination. Lessor may terminate this lease by written notice to Lessee, which is effective immediately.
  - ii. Removal. Lessor or Lessor's agent or employee may immediately or at any time thereafter, with or without terminating the lease, at Lessor's sole discretion, reenter the Premises either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises, to the end that Lessor may have, hold, and enjoy the Premises.
  - iii. Reletting. Lessor may relet the Premises, but Lessor shall not be required to relet the Premises for the purposes specified in the lease or which purposes Lessor may reasonably consider injurious to the Premises, or to any lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, on any reasonable terms and conditions Lessor determines, in its sole discretion, to be in the Lessor's best interest. To the extent allowed under Oregon law, Lessor shall not be liable for refusing to relet the Premises or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Lessor will not operate to relieve Lessee of any liability under this lease or otherwise affect such liability. Lessor, at its option, may make any physical change to the Premises that Lessor, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this lease or otherwise affecting Lessee's liability.
  - iv. Damages. Whether or not Lessor retakes possession of or relets the Premises, Lessor may recover its damages from Lessee, including without limitation, all lost rentals and all costs incurred by Lessor in restoring the Premises or otherwise preparing the Premises and for reletting, and all costs incurred by Lessor in reletting the Premises.
  - v. Right to Sue More than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the term of this lease, and no action for damages shall bar a later action for damages subsequently accruing.
  - vi. Self-Help. If Lessee at any time (a) fails to pay any tax in accordance with the provisions of this lease, (b) fails to make any other payment required under this lease, or (c) fails to perform any other obligation on its part to be made or performed under this lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this lease or from any default by Lessee and without waiving Lessor's right to take any action that is permissible under this lease as a result of the default, Lessor may, (i) perform any act on Lessee's part to be made or performed as provided in this lease, and may enter the Premises for any such purpose, and take any action that may be necessary. All payments



so made by Lessor and all costs and expenses incurred by Lessor in connection with the performance of any such act will constitute additional costs payable by Lessee under this lease and must be paid to Lessor on demand. In no instance shall Lessee be entitled to attorney's fees relating to any default, remedy or self-help, even if it is determined that Lessor did not act appropriately with respect to the same.

- vii. All Other Remedies. Lessor shall have any remedy available to it in law or equity, whether or not specified herein.
- b. No Waiver. No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rental Payments during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this lease, but each and every agreement, term, covenant, and condition of this lease will continue in full force and effect with respect to any other then-existing or subsequent breach.
- c. Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Lessor's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this lease or now or hereafter existing at law or in equity or by statute or otherwise.
26. Option to Renew. Lessee is hereby given an option to renew this lease for an additional term of two (2) years after the initial 3 year term, by giving Lessor written notice on or before ninety (90) days before the expiration of the primary term of this lease. The renewal lease is to be upon the same terms, covenants, and conditions contained in this lease except as to Rent as provided in Paragraph 3 above. Lessor reserves the right for itself or its agents to install a sign designating the Building and/or Parcel for sale or for lease, and to show the space to a prospective tenant, should Lessee not renew this lease within ninety (90) days prior to its termination date.
27. Recordable Acceptance. Lessee agrees to give a letter of acceptance and memorandum of lease in recordable form on commencement of this lease.
28. Real Estate Commission. Lessee acknowledges that Lessee contacted Lessor directly, and that no real estate commission is due or payable from Lessor. Lessee will hold Lessor and owners harmless from any claim made for a real estate commission.
29. Lessee Deposits. Lessor acknowledges that it has possession of a deposit in the amount of \$450.00 deposited by Lessee. Lessor agrees that the deposit shall, upon commencement of the term of this new lease, constitute the deposit which shall be held during the term of this lease by Lessor as security for the performance by Lessee of its obligations under this lease.
- a. In addition, on the first day of the commencement of the term of this lease, Lessee shall pay all or a prorated portion of the first month's rent in advance, as provided above.
- b. That deposit shall be held by Lessor, without obligation for interest, as security for the performance of



Lessee's covenants and obligations under this lease, it being expressly understood and agreed that the deposit is not an advance rental deposit except to the extent Lessor applies it as such after the notice required below, or a measure of Lessor's damages in case of Lessee's default.

- c. The deposit shall not be considered liquidated damages, and if claims of Lessor exceed the deposit, Lessee shall remain liable for the balance of the claim.
- d. On the occurrence of any event of default, and after the time for cure has elapsed without cure by Lessee, as stipulated in this lease agreement, Lessor may, from time to time, without prejudice to any other remedy provided in this lease or provided by law, after five (5) days prior written notice to Lessee of Lessor's intent to do so, specifying the cause and the amount, use a portion of that fund, to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by the event of default specified in such notice.
- e. If any portion of the deposit is so used or applied, Lessee shall, within five (5) days of written demand, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount, and Lessee's failure to do so shall constitute a default of this lease.
- f. If Lessee is not then in default under this lease, any remaining balance of the deposit shall be returned by Lessor to Lessee on demand, within thirty (30) days after the termination of this lease.

### 30. General Terms and Conditions

- a. Relationship. Nothing contained in this lease will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between Lessor and Lessee.
- b. Independent Contractor. The service(s) to be rendered under this lease are those of an independent contractor. Lessor cannot and will not control the means or manner of Lessee's performance. Lessee is responsible for determining the appropriate means and manner of performing under this lease. Lessee is not to be considered an agent or employee of Lessor for any purpose. This lease is not intended to entitle the Lessee to any benefits generally granted to Lessor's employees, including, but not limited to, 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.
- c. Waiver. Failure of either party at any time to require performance of any provision of this lease shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.
- d. Integration. Except as otherwise set forth herein, this lease constitutes the entire agreement between the parties on the subject matter of this lease. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this lease.
- e. Further Assurances. The parties to this lease agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.
- f. Survival. All rights and obligations shall cease upon termination or expiration of this lease except for the rights and obligations set forth in Sections 13, 18, 25, 28, 29, and 30, and all other rights and obligations which by their context are intended to survive.
- g. Invalidity. If any term or provision of this lease or the application of the lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and



- provision of this lease will be valid and be enforced to the fullest extent permitted by law.
- h. Force Majeure. If either party's performance of an obligation under this lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, terrorism, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.
  - i. Non-Waiver of Governmental Rights. Subject to the terms and conditions of this lease, Lessor is specifically not obligating itself with respect to any discretionary action relating to the Premises including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.
  - j. Entire Agreement; Counterparts. This lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this lease. This lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one lease.
  - k. Binding Effect. The covenants and agreements contained in this lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors.
  - l. Time Is of the Essence. Time is of the essence as to the performance of this lease.
  - m. No Third Party Beneficiaries. Lessor and Lessee are the only parties to this lease and are the only parties entitled to enforce its terms. Nothing in this lease gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this lease.
  - n. Access to Records. Lessee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this lease. Lessor and its duly authorized representatives shall have access to the books, documents, papers, and records of Lessee, which are directly pertinent to this lease for the purpose of making audit, examination, excerpts, and transcripts. Lessee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this lease, or until the conclusion of any audit, controversy or litigation arising out of or related to this lease, whichever date is later.
  - o. Governing Law. This lease, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between Lessor and Lessee that arises out of or relates to the performance of this lease 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. In no event shall this section be construed as a waiver by Lessor of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity

based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Lessee, by execution of this lease, hereby consents to the personal jurisdiction of the courts referenced in this section.

- p. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this lease, each party shall be responsible for its own attorneys' fees and expenses.
- q. Limitation of Liabilities. This lease 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. Neither party shall be liable for any indirect, incidental, consequential or special damages under this lease or any damages of any sort arising solely from the termination of this lease in accordance with the non-default termination provisions set forth above.
- r. Merger. This lease constitutes the entire agreement between the parties with respect to the subject matter referenced therein. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this lease. No amendment, consent, or waiver of terms of this lease shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Lessee, by the signature hereto of its authorized representative, agrees to be bound by the terms and conditions of this lease.

090

*[Handwritten signature]*

1/20/2011

*[Faint mirrored text from reverse side]*

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*[Faint mirrored signature from reverse side]*

*[Faint mirrored text from reverse side]*



IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

**LESSOR, Housing Authority of Clackamas County**

Chair, Tootie Smith  
Commissioner, Sonya Fischer  
Commissioner, Paul Savas  
Commissioner, Martha Schrader  
Commissioner, Mark Shull

\_\_\_\_\_  
Commissioner Smith, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Notary's Typed or Printed Name

My commission expires: \_\_\_\_\_

[or Notary's Stamp]

**LESSEE, Central City Concern**

*Oscar Cardona*

*CPO*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*9/30/2021*

\_\_\_\_\_  
Date

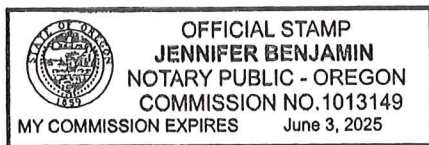
This instrument was acknowledged before me on *9/30/2021* by *Oscar Cardona*

*Jennifer Benjamin*  
\_\_\_\_\_  
Notary Public, State of *Oregon*

*Jennifer Benjamin*  
\_\_\_\_\_  
Notary's Typed or Printed Name

My commission expires: *6/3/2025*

[or Notary's Stamp]



**County Counsel**

*[Signature]*

*09/30/2021*

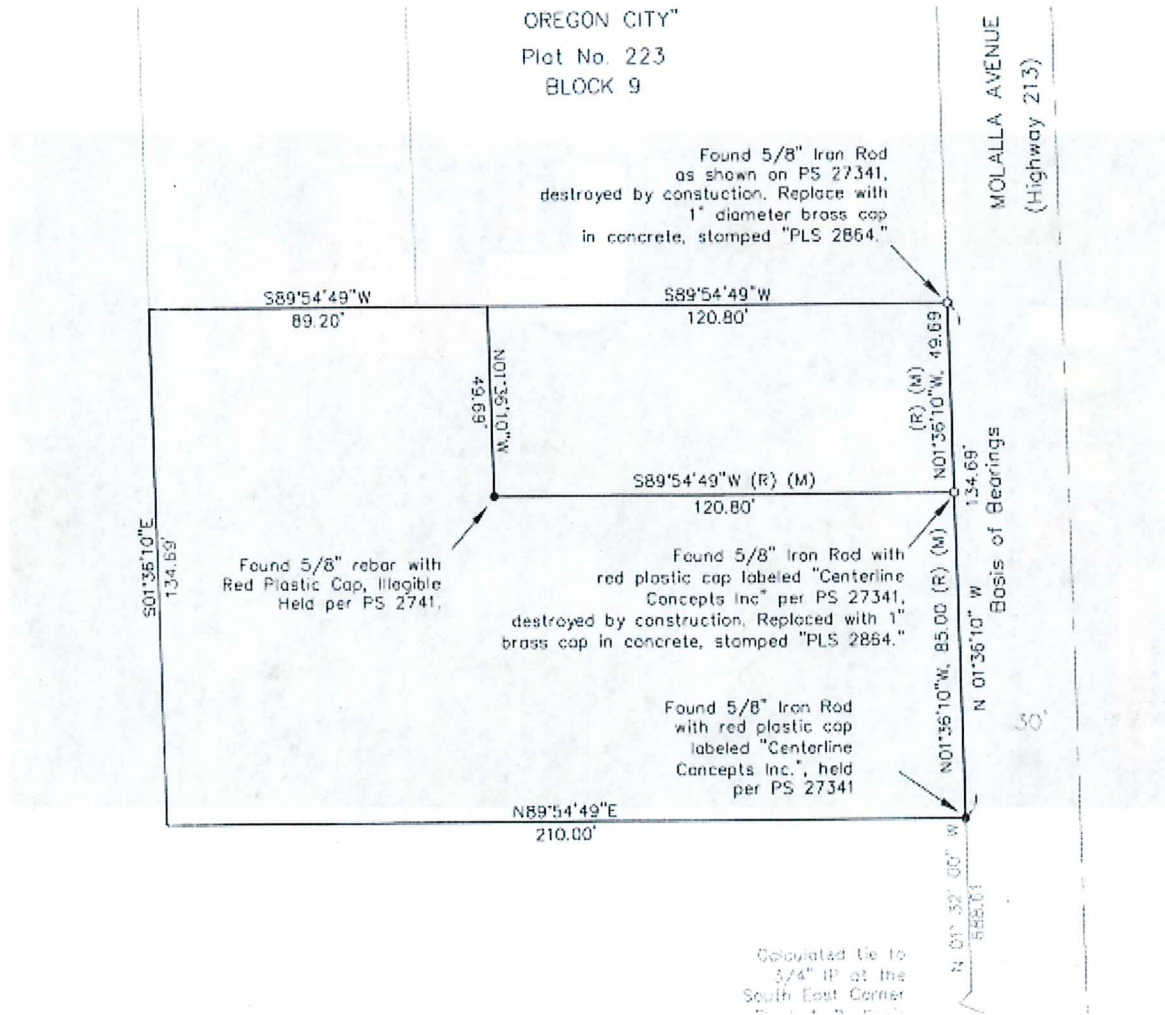
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Approved to Form

\_\_\_\_\_  
Date



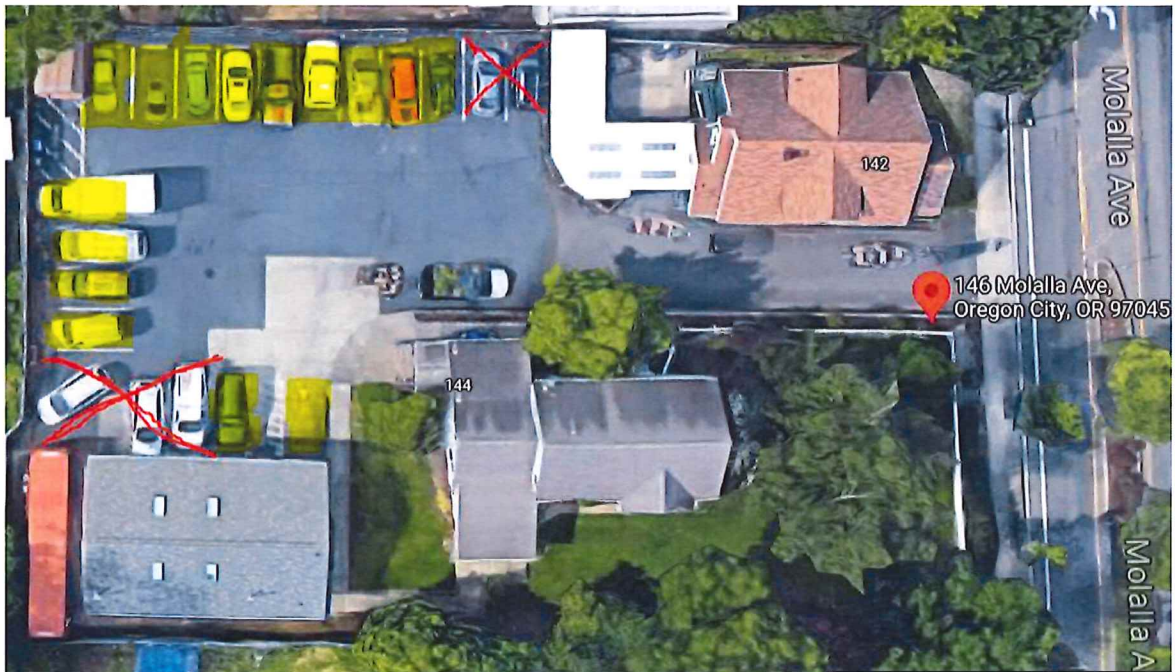
**Exhibit 1**

Record of Survey of 146 Molalla Ave, Oregon City OR 97045



## Exhibit 2

Available parking in yellow.



Draft

Approval of Previous Business Meeting

Minutes:

October 14, 2021

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, October 14, 2021 – 6:00 PM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Mark Shull  
Commissioner Paul Savas  
Commissioner Sonya Fischer  
Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**\*\*\*COVID-19 Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

### **I. HOUSING AUTHORITY CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

1. Approval to execute a construction contract between the Housing Authority of Clackamas County (HACC) and A-1 Quality Construction for Scattered Site Roof Project #21001. Not to Exceed \$163,120. Funded through HUD Federal Capital Grant Funds. No County General Funds are involved. – HACC
2. Approval to execute contract between Housing Authority of Clackamas County (HACC) and Clackamas Women’s Services to provide Supportive Housing Case Management and Housing Navigation and Placement services. Total contract value is \$298,549. Funded through Supportive Housing Services Program funding. No County General Funds are involved. – HACC
3. Approval to execute contract between Housing Authority of Clackamas County (HACC) and Greater New Hope Family Services LLC to provide Supportive Housing Case Management and Housing Navigation and Placement services. Total contract value is \$566,100. Funded through Supportive Housing Services Program funding. No County General Funds are involved. – HACC
4. Approval to execute contract between Housing Authority of Clackamas County (HACC) and Northwest Family Services to provide Supportive Housing Case Management, Housing Navigation and Placement, and Short-term Rental Assistance services. Total contract value is \$900,156. Funded through Supportive Housing Services Program funding. No County General Funds are involved. – HACC

Clerk read consent agenda

Commissioner Shull: I move we approve the Housing Authority Consent Agenda

Commissioner Savas: Second

Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Fischer: Aye

Commissioner Shull: Aye.

Commissioner Savas: Aye

Commissioner Schrader: Aye

Chair Smith: Aye.–the motion carries 6-0

### **II. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

#### **A. Health, Housing & Human Services**

1. Approval of Amendment #1 to an Intergovernmental Agreement with the University of Wyoming, Wyoming Survey & Analysis Center for data collection addressing the abuse



- of opioids in Clackamas County. Amendment #1 adds \$50,000 for a total contract value of \$150,000. Funded through the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention. No County General Funds are involved. – CFCC
2. Approval to apply for funding opportunity with CareOregon for CareOregon Integrated Behavioral Health (IBH) Model Funds. Award amount will be up to \$30,000. No matching funds required. Funding is through CareOregon. No County General Funds are involved. – Health Centers
  3. Approval of an Intergovernmental Agreement with Gladstone School District to provide evidence-based Parenting Education Classes. Maximum agreement value is \$23,200 funded through Oregon Community Foundation. No County General Funds are involved. – CFCC
  4. Approval to apply for funding opportunity OHA-RFA-5250 with Oregon Health Authority (OHA) for Elimination of Behavioral Health Inequities Funds. Award amount will be up to \$50,000. No matching funds required. Funding is through Oregon Health Authority. No County General Funds are involved. – Health Centers
  5. Approval of Amendment #1 to Personal Services Contract #8132 with Genoa Healthcare LLC for Telepsychiatry Services. Amendment #1 adds \$75,000 for a total not to exceed of \$200,000. Funding is through Health Center's fee for services. No County General Funds are involved. – Health Centers/Procurement
  6. Approval of a Subrecipient Agreement with Northwest Housing Alternatives to Provide Homeless Shelter Services. Grant funds of \$50,000 funded through HUD Community Development Block Grants. No County General Funds are involved. – Community Development
  7. Approval of an Intergovernmental Agreement with the Oregon Trail School District No. 46 for facility use. Contract not to exceed \$18,000 for one year. Funding is through Health Center clinics fee for service revenue. No County General Funds are involved. – Health Centers
  8. Approval of the Intergovernmental Agreement with Oregon Health and Sciences University and Clackamas County as the Local Public Health Authority to provide COVID-19 testing for vulnerable populations within congregate settings. Contract value is \$50,000. Funding is provided by the State of Oregon. No County General Funds are involved. – Public Health
  9. Approval of Amendment #1 to the Intergovernmental Agreement with the State of Oregon and Clackamas County as the Local Public Health Authority for Clackamas County for the provision of public health related services. Amendment #1 adds \$813,565 for a new total not to exceed value of \$3,612,838. Funding is provided by the State of Oregon. No County General Funds are involved – Public Health
  10. Approval of a Contract with The Mental Health & Addiction Association of Oregon for Overdose Recovery Services. Maximum contract value not to exceed \$295,901. Funding through State of Oregon, Community Mental Health Program funds. No County General Funds are involved. – Behavioral Health
  11. Approval of a Contract with NAMI Clackamas for Adult Peer Delivered Services – Community Education. Contract maximum value not to exceed \$200,828. Funding through State of Oregon, Oregon Health Plan funds. No County General Funds are involved. – Behavioral Health
  12. Approval of a Contract with The Living Room for Afterschool Drop-In for LGBTQI+ Youth and Young Adults. Maximum contract value not to exceed \$414,386. Funding through State of Oregon, Oregon Health Plan funds. No County General Funds are involved. – Behavioral Health
  13. Approval of a Contract with The Mental Health & Addiction Association of Oregon for Older Adult Peer Delivered Services. Maximum contract value not to exceed \$295,901. Funding through State of Oregon, Community Mental Health Program funds. No County General Funds are involved. – Behavioral Health
  14. Approval of Amendment #2 to the Intergovernmental Agreement with the State of Oregon and Clackamas County as the Local Public Health Authority. Amendment #2

- adds \$12,584 for overdose prevention services. Bringing Contract not to exceed value to \$3,625,422. Funding is provided by the State of Oregon. No County General Funds are involved. – Public Health
15. Approval of application to Oregon Department of Veterans' Affairs for the annual allocation of County Veterans Service Office operational funds in the amount of \$278,321. No County General Funds are involved. – Social Services
  16. Approval of a Contract with Folk-Time, Inc. for Mobile Crisis Team Services. Contract maximum value not to exceed \$518,949. Funding through State of Oregon, Community Mental Health Program (CMHP) funds. No County General Funds are involved. – Behavioral Health
  17. Approval of Local Subrecipient Grant Agreement with Clackamas County Children's Commission (CCCC) to provide evidence-based Parenting Education Classes in Clackamas County. Agreement maximum value is \$15,200, funded through Oregon Community Foundation and Oregon State University. No County General Funds are involved. – CFCC
  18. Approval of a Federal Subrecipient Grant Amendment #2 with Northwest Family Services (NWFS) to continue service delivery of the Rural Opioid Prevention & Early Screening (ROPES) program in Clackamas County. Amendment #2 adds \$95,000 for a new total award amount of \$284,360.51. Funded through the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention. No County General Funds are involved. – CFCC
  19. Approval of Amendment #1 to Intergovernmental Agreement with Oregon Health Authority for Covid-19 Vaccination Operations. Amendment #1 adds \$800,000 for a new contract not to exceed value of \$1,800,000. Funding is through the Oregon Health Authority. No County General Funds are involved. – Public Health
  20. Approval of a Cooperation Agreement with Clackamas Volunteers in Medicine to fund a portion of the construction expenses for the Clackamas Community College Health Clinic Project in Oregon City. Agreement provides funding of \$650,000, funded through Community Development Block Grant CARES Act funds. No County General Funds are involved. – Community Development
  21. Approval to accept funding from Health Resources and Services Administration (HRSA) for American Rescue Plan (APR) – Health Center Construction and Capital Investment for equipment costs of the Sandy Health Center. Funding agreement is for \$700,134. No County General Funds are involved. – Health Centers
  22. Approval of Amendment #02 to a Subrecipient Agreement with ColumbiaCare Services, Inc. for Residential Treatment Services. Amendment extends the term of the Agreement three months to December 31, 2021, with no change to Agreement cost. Agreement is funded through State of Oregon, Community Mental Health Program funds. No County General Funds are involved. – Behavioral Health
  23. Approval of the Intergovernmental Agreement with Portland State University for Trauma Informed Care Training and Consultation. Maximum agreement value is \$6,700. Funding through Behavioral Health fund balance. No County General Funds are involved. – Behavioral Health

**B. Transportation & Development**

1. Approval to Amend the Safe Routes to School Intergovernmental Agreement with the Oregon Department of Transportation to construct a new crosswalk at SE Fuller Road and SE Causey Ave. This amendment adds additional seven months to complete the project. There is no fiscal impact. The total cost of the project remains \$185,588 funded through an ODOT grant award and the Road Fund. No County General Funds are involved.

**C. Finance Department**

1. Approval of the Clackamas County Signage on County Property Policy. No financial impact.
2. Approval of the Clackamas County Identification and Access Badge Issuance Policy. No financial impact.

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for the Motor Carrier Safety Assistance Program. Total project cost is \$25,000 including a 14.99% matching fund requirement. The CCSO will be reimbursed a maximum of \$21,252.50, funded by federal pass through ODOT. Match funded through CCSO budgeted County General Funds. – CCSO
3. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for Traffic Patrol and Law Enforcement for Work Zones. Agreement value is \$400,000, funded through ODOT. No County General Funds are involved. – CCSO

**E. Administration**

1. Approval of a funding agreement between Clackamas County and the Regional Arts & Culture Council (RACC). Total agreement value is \$62,050 funded through budgeted County General Funds.

**F. Business & Community Services**

1. Approval of contract with Baker & Taylor, LLC for book and digital media purchasing and processing services for the Oak Lodge and Gladstone libraries. Total contract value is \$795,000 funded through budgeted Oak Lodge and Gladstone Library District funds. No County General Funds are involved. – *Library District*

**G. Juvenile**

1. Approval of Grant Agreement #15662 with the State of Oregon Acting by and through its Department of Education on behalf of the Youth Development Division. This grant is the ongoing biennium allocation for Juvenile Crime Prevention Services. The maximum grant value is \$475,248 for the 2021-2023 biennium. Funding is through the State of Oregon. No County General Funds are involved.
2. Approval of Intergovernmental Agreement #14697 with the State of Oregon acting by and through its Oregon Youth Authority to Provide Funding for Juvenile Crime Prevention Basic Services and Diversion Services. This IGA is the ongoing biennium allocation of Juvenile Crime Prevention Basic and Diversion funding. The maximum contract value is \$2,032,788 for the 2021-2023 biennium. Funding is through the State of Oregon. No County General Funds are involved.
3. Approval of Amendment No. 5 to the Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near the Metro South Transfer Station. This amendment extends the duration of the IGA only. There is no fiscal impact. No County General Funds are involved.

Clerk read consent agenda items II.A.1 – II.C.2

County Administrator read consent agenda items II.D.1 – II.G.3

Commissioner Shull: I move we approve the Consent Agenda

Commissioner Savas: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Schrader: Aye.

Commissioner Shull: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

**Recess as the Board of County Commissioners and convene as Water Environment Services**

### **III. \*WATER ENVIRONMENT SERVICES CONSENT AGENDA**

<https://www.clackamas.us/meetings/bcc/business>

1. Approval of a Contract between Water Environment Services and Jacobs Engineering Inc., for Owner Representation Services of the Tri-City Outfall Project. Total contract value is \$462,468 funded through WES Capital Improvement Funds. No County General Funds are involved.

Clerk read consent agenda

Commissioner Savas: I move we approve the Water Environment Services Consent Agenda

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye

Commissioner Schrader: Aye.

Commissioner Fischer: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

***Adjourn as Water Environment Services and reconvene as the Board of County Commissioners***

### **IV. PUBLIC COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

Open Public Hearing

General Public Comment in Person:

1. Ken Goe- Oak Grove
2. Keith Johnson – Oregon City
3. Leila Blakely -
4. Les Poole - Damascus

General Public Comment Zoom:

1. Cris Waller – Milwaukie
2. Bill Wehr - Damascus
3. Yvonne Lazarus – Milwaukie
4. Christine Kennedy – Lake Oswego

Closed Public Hearing

### **V. COUNTY ADMINISTRATOR UPDATE** <https://www.clackamas.us/meetings/bcc/business>

### **VI. COMMISSIONERS COMMUNICATION** <https://www.clackamas.us/meetings/bcc/business>

***Adjourned 7:21 PM***

November 4, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #03 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for Residential Treatment Services. Amendment extends the term of the Agreement to December 31, 2021, with no change to Agreement cost.

No County General Funds involved.

<b>Purpose/Outcomes</b>	To provide residential treatment services to Clackamas County clients.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #03 does not change the value of the Agreement. The Agreement maximum remains \$334,894.00.
<b>Funding Source</b>	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2021.
<b>Previous Board Action</b>	Agreement reviewed and approved by Board November 5, 2020, Agenda Item 110520-A6, Amendment #01 June 3, 2021, Agenda Item 060321-A9, and Amendment #02 October 7, 2021, Agenda Item 100721-A2.
<b>Strategic Plan Alignment</b>	Ensuring safe, health and secure communities through the provision of mental health services.
<b>Counsel Review</b>	Reviewed and approved October 11, 2021, Andrew Naylor
<b>Procurement Review</b>	Was this item reviewed by Procurement? No Review not required for subrecipient agreements and amendments.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
<b>Agreement No.</b>	Subrecipient 20-036 / BH 9390

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to Subrecipient Agreement with Cascadia Behavioral Healthcare, Inc. for residential treatment services to Clackamas County clients. Cascadia provides these services at three facilities in Clackamas County, and works collaboratively with the County on process including treatment planning, admission and discharge authorizations and referrals for clients to specialty behavioral health services.

Cascadia Behavioral Healthcare, Inc. is a not-for-profit agency that delivers whole health care – integrated mental health and addiction services, primary care, and housing – to promote and support the well-being of the communities served. For more than thirty-five years, Cascadia has been the community health and housing safety net provider for Oregonians of all ages experiencing mental health and addiction challenges, trauma, poverty, and homelessness.

Amendment #03, effective October 1, 2021 through December 31, 2021, extends the term of the Agreement three (3) months to ensure there is no gap in service during the completion of a formal procurement process for these services.

**RECOMMENDATION:**

Staff recommends approval of the Amendment.

Respectfully submitted,

*Mary Rumbaugh*

Rodney A. Cook, Director  
Health, Housing and Human Services

Subrecipient Amendment

Subrecipient Agreement Number: 20-036 (BH 9390)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 03

Subrecipient: Cascadia Behavioral Healthcare, Inc.

Amendment Requested By: Mary Rumbaugh

Approved as to form:

  
\_\_\_\_\_  
County Counsel

10/11/2021  
\_\_\_\_\_  
Date

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other: Updates contacts

**Justification for Amendment:**

This Agreement provides residential treatment services.

This Amendment #3 is entered into between Cascadia Behavioral Healthcare, Inc. ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become a part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on November 5, 2020. Amendment #3 extends the term of Agreement three (3) months through December 31, 2021.

This Amendment also updates financial reporting dates.

Compensation is unchanged by this Amendment.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

---

**AMEND Section 1 of the Agreement:**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

**TO READ:**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective **July 1, 2019** and shall expire on **December 31, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

**AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:**

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by October 10, 2021 for September 30, 2021 expenses.

**TO READ:**

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **January 10, 2022 for December 31, 2021** expenses.

**[Signature page follows]**





November 04, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Change Order #6 between Clackamas County and  
Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic  
Project. Total Contract Amount \$314785.64  
No County General Funds Involved

<b>Purpose/ Outcome</b>	Change Order #6 will allow for continued services with Ankrom Moisan Associated Architects, Inc. to design medical and dental space for a new health center in Sandy.
<b>Dollar Amount and Fiscal Impact</b>	Original Ankrom Moisan Contract Amount:.....\$190,700 Change Order No.1-H3S Approved for Zoning Change:.....\$ 18,113 (9.5%) Change Order No.2-BCC Approved Land Use Issues:.....\$ 43,955 (32%) Change Order No.3-BCC Approved Design Review Costs:.....\$ 23,483 (44.9%) Change Order No.4-BCC Approved Geotech and Design Work.\$ 6,350 (48.2%) Change Order No.5-BCC Approved Geotech Design Coord.....\$ 10,650 (53.8%) <u>Change Order No.6-BCC Pending Furniture, Dental Permit etc.,\$ 21,534.64 (65.1%)</u> New Ankrom Moisan Contract Total:.....\$314,785.64  <b>No County General Funds will be used for this project.</b>
<b>Funding Source</b>	Health Centers - Fund Balance
<b>Duration</b>	August 15, 2019 through March 15, 2022.
<b>Previous Board Action/ Review</b>	The BCC approved Ankrom Moisan Architects Contract on August 15, 2019. The BCC approved Change Order #5 on September 16, 2021.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	The Professional Services Contract was reviewed and approved by County Counsel 1. August 5, 2019 2. AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. RFP and Professional Services Contract was obtained from Procurement.
<b>Contact Person(s)</b>	Deborah Cockrell – Health Centers: 503-756-9674
<b>Contract No.</b>	H3S 9429

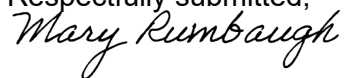
**BACKGROUND:** The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Change Order #6 regarding the Professional Services Contract with Ankrom Moisan Architects, Inc. Their contract to include: redevelopment of the existing building (6,700 sf) work with the City of Sandy to redesign the site with a new building (8,500 sf) that is larger for County services, start and complete zoning and planning requirements of Sandy, and respond to construction questions for the County and General Contractor. The new address is 39740 Pleasant Street, Sandy, Oregon 97055. The building will be used for Primary Care, Dental Care, Behavioral Health Clinic and provide Pharmacy Services.

Change Order #6 was generated by three factors. 1) Health Centers requested Ankrom Moisan to develop and assist with furniture for the new building, of which is greatly needed. 2) Geotechnical monitoring of final soil issues on site was a overage of time for Redmond Geotechnical Services. 3) The City of Sandy required additional Dental Plumbing Permit Fees, thus it had to be paid immediately, so Banlin Construction could keep moving forward with their construction schedule. Ankrom Moisan has paid it for Health Centers. Therefore, County Staff has reviewed the additional costs and support this Change Order for \$21,534.64. This Change Order is an increase of (11.3%) to the total Ankrom Moisan Professional Services Contract.

**PROJECT OVERVIEW:** The Board of County Commissioners (BCC) approved the purchase of this building at the April 16, 2019 business meeting. The County closed on the property on August 22, 2019. Ankrom Moisan was selected through a competitive RFP process and the BCC approved their Professional Services Contract August 15, 2019. Their services are to redesign the existing structure, contract administration, project management, supervise the structural engineer and construction oversight. County Staff will work closely with Ankrom Moisan on all issue of the project. This project was publicly bid until May 6, 2021, and Banlin Construction, LLC was the lowest responsive bidder. Site work began June 29, 2021.

**RECOMMENDATION:** We recommend the approval of this Amendment to the Professional Service Contract via Change Order #6 with Ankrom Moisan. Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Director  
Health, Housing and Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

H3S Contract #: 9429

Division: CD

Subrecipient

Board Order #:

Contact: Kelly, Steve

Revenue

Program Contact:

Amend # \$

Cockrell, Deborah

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: \_\_\_\_\_

**CONTRACT WITH:** Ankrom Moisan Associated Architect, Inc.

**CONTRACT AMOUNT:** \$314,785.64 = \$21,534.64 + \$293,251

### TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services C.O.#6

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

### DATE RANGE

Full Fiscal Year \_\_\_\_\_ - \_\_\_\_\_

4 or 5 Year \_\_\_\_\_ - \_\_\_\_\_

Upon Signature \_\_\_\_\_ - 3/15/2022

Biennium \_\_\_\_\_ - \_\_\_\_\_

Other \_\_\_\_\_ - \_\_\_\_\_

Retroactive Request? \_\_\_\_\_ - \_\_\_\_\_

**INSURANCE** What insurance language is required?

Checked Off  N/A

**Commercial General Liability:**

Yes

No, not applicable

No, waived

If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**

Yes

No, not applicable

No, waived

If no, explain why: \_\_\_\_\_

**Professional Liability:**

Yes

No, not applicable

No, waived

If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

### BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No

Yes (must have CC approval-next box)

N/A

(Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

### COUNTY COUNSEL

Yes by: Andrew Naylor

Date Approved: Monday, August 5, 2019

OR

This contract is in the format approved by County Counsel.

### SIGNATURE OF DIVISION REPRESENTATIVE:

Date: \_\_\_\_\_

H3S Admin  
Only

Date Received: \_\_\_\_\_

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

Date Sent: \_\_\_\_\_

# AGREEMENTS/CONTRACTS

New Agreement/Contract

X Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Community Development**

**PURCHASING FOR: Contracted Services** \_\_\_\_\_

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: Ankrom Moisan Associated Architect, Inc.** \_\_\_\_\_

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** This Professional Services Contract is with Ankrom Moisan Associated Architect, Inc. They will provide architectural services for the new Sandy Health Clinic Project. This project will include; civil, HVAC, Electrical, Landscaping, Interior Design etc. The existing building will be modified from 6,700+ sf to a likely 15 to 30% increased footprint (2,000+ SF).

This Change Order Number 6 is for additional work performed and or payments made by Ankrom Moisan Architects on behalf the Clackamas County Health Centers for the new Sandy Health Center Project, in Sandy Oregon

**H3S CONTRACT NUMBER: 9429** \_\_\_\_\_

**CHANGE ORDER FORM**

Ankrom Moisan, LLC  
38 NW Davis Street, Suite 300  
Portland, OR 97209

Com. Dev. / Health Ctrs.  
 Ankrom Moisan  
 H3S Admin Office

Project Name: Design of Sandy Health Clinic  
Project Address: 39740 Pleasant Street (*New Address*)  
Sandy, OR 97055

Change Order No.: **6**  
Contract Date: **8/19/2019**  
Change Order Date: **10/12/21**  
End of Contract: **3/15/2022**

To: Clackamas County Com. Dev. / Health Ctrs.  
2051 Kaen Road, Suite #245  
Oregon City, Oregon 97045

H3S Database Contract No.:  
**9429**

The following change(s) have been authorized by Clackamas County Health Centers. *See the attached letter provided by Ankrom Moisan Architects showing the schedule of fees associated with increceases to their existing Professional Services Contract with Clackamas County H3S-Health Centers. These items 1, 2 and 3 are deemed as necessary and vital for the Sandy Clinic Project, known as Change Order No. 6.*

- 1. Ankrom Moisan Architects/ Furniture Planning and Reimbursables.....\$19,700.00
- 2. Ankrom Moisan Architects/ Geotechnical monitoring overage.....\$ 725.00
- 3. Ankrom Moisan Architects/ Permit Fees Dental Area City of Sandy.....\$ 1,109.64
- Total Additional Fees to the Ankrom Moisan Architects Contract.....\$21,534.64**

**Attached supporting documentation (letter and emails).**

Original Contact Price .....	\$190,700.00
Net Change by Previous Change Order(s) No.1, 2, 3, 4 & 5.....	\$102,551.00
Contract Price prior to this Change Order .....	\$293,251.00
Contract Price will be (increased) ( <del>unchanged</del> ) by Change Order No. 6 .....	<b>\$ 21,534.64</b>
The new Contract Price including this Change Order will be .....	\$314,785.64

The Contract Time will be increased by this Change Order (0) months. The date of Final Completion of this Contract is (**March 15, 2022**), set by Change Order No.4.

[Signature Page Follows]

Approved:

by: Lori Kellow 10/12/2021  
Lori Kellow, Project Architect (date)  
Ankrom Moisan Architects

Approved:

by: Steve Kelly for Deborah Cockrell 10/12/21  
Deborah Cockrell, PQHC (date)  
Clackamas County Health Centers

Approved:

by: Steve Kelly 10/22/2021  
Steve Kelly, Project Coordinator (date)  
Clackamas County Com. Dev. &  
Health Centers

Approved:

by: \_\_\_\_\_  
Tootie Smith, Chair (date)  
Board of County Commissioners

## Kelly, Steve

---

**From:** Cockrell, Deborah  
**Sent:** Tuesday, October 12, 2021 9:01 AM  
**To:** Kelly, Steve  
**Subject:** RE: CHANGE ORDER FORM #6 Oct 2021

Approved for you to sign for me

**From:** Kelly, Steve <SteveKel@clackamas.us>  
**Sent:** Tuesday, October 12, 2021 8:59 AM  
**To:** Cockrell, Deborah <DCockrell@clackamas.us>  
**Subject:** FW: CHANGE ORDER FORM #6 Oct 2021

Deborah,

Please sign if you are in the office. OR, approve with my signing for you.

Yet, understand that this Change Order includes the City of Sandy adding in a Permit Charge for the Dental Area. They said it was to be separate. I asked them to wave it, because we already paid \$177,000+ in Permit Fees for this project. I was told no, because the Permit Fees fund that specific office.

**Steve Kelly**, Project Coordinator

(Pronouns: He/Him/His)

[Why pronouns matter](#)

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

971 . 284 . 9949 (Work Cell)

[stevekel@clackamas.us](mailto:stevekel@clackamas.us)

**From:** Lori Kellow <[lorik@ankrommoisan.com](mailto:lorik@ankrommoisan.com)>  
**Sent:** Tuesday, October 12, 2021 8:53 AM  
**To:** Kelly, Steve <[SteveKel@clackamas.us](mailto:SteveKel@clackamas.us)>  
**Cc:** Cockrell, Deborah <[DCockrell@clackamas.us](mailto:DCockrell@clackamas.us)>  
**Subject:** RE: CHANGE ORDER FORM #6 Oct 2021

**Warning: External email. Be cautious opening attachments and links.**

---

Here you go!  
Thanks!

**Lori Kellow**  
PRINCIPAL, AIA  
O +1 (503) 245-7100 | D +1 (503) 977-5222



October 11, 2021

Mr. Steve Kelly, Project Coordinator  
 Clackamas County Community Development Division  
**2051 Kaen Rd. Suite 245**  
 Oregon City, OR 97045

**RE: SANDY HEALTH CLINIC – ADD SERVICES FEE PROPOSAL#6 - REVISED**

Dear Steve:

Thank you for this opportunity to submit a proposal for additional services for the Sandy Health Clinic.

The services include:

- Planning spaces requiring furniture for waiting rooms, exams, offices, and staff areas.
- Coordinating furniture and equipment for Dental and Pharmacy.
- Coordinating colors and selecting finishes for equipment.
- Meet with departments to program furniture needs.
- Tour showrooms to finalize systems furniture selection.
- Create furniture plan identifying all furniture needs.
- Select individual furniture pieces and fabrics.
- Present final selection to Clackamas County for approval.
- Coordinate selection with PacificWRO to build technical specification for pricing.
- Review final furniture specification, material and finishes and layout.
- Finalize installation and placement.

**Additional Services Fees**

Item #1 - Furniture	
Pre-planning Furniture	\$ 9,500
Furniture Programming	\$ 7,500
Coordination with Pacific WRO	\$ 2,500
Reimbursables	\$ 200
<b>Sub-Total Fees</b>	<b>\$19,700</b>
Item #2 – Geotechnical Monitoring	
Overage from Original Proposal CO#5	\$ 725
Item #3 – Permit Fees – Dental	
City of Sandy Dental Permit Review Fee	\$ 941.64
City of Sandy Dental Plumbing Permit Fee	\$ 168.00
<b>Sub-Total</b>	<b>\$1,109.64</b>
<b>Total Add Services #6</b>	<b>\$21,534.64</b>

Let us know if you have any questions about this request for additional services.

Sincerely,  
 ANKROM MOISAN ARCHITECTS

Lori Kellow, AIA | Architect  
 Principal

## Kelly, Steve

---

**From:** Cockrell, Deborah  
**Sent:** Thursday, October 7, 2021 10:18 AM  
**To:** Kelly, Steve  
**Subject:** RE: SHCP - Additional Geotechnical Work to be included in Change Order #6/ Ankrom Moisan Architects

Approved and thank you Steve!

**From:** Kelly, Steve <SteveKel@clackamas.us>  
**Sent:** Thursday, October 7, 2021 10:17 AM  
**To:** Cockrell, Deborah <DCockrell@clackamas.us>  
**Subject:** SHCP - Additional Geotechnical Work to be included in Change Order #6/ Ankrom Moisan Architects

Good morning Deborah.

Tuesday I received an email from Redmond Geotechnical Services, LLC saying he had additional time spend on the removal of unsuitable soil at our site two months ago. Thus, he is asking for \$720 dollars of which he should be paid for his services. He originally gave Lori Kellow an estimate of \$1,750-\$2,000. The final cost due to his firm is \$2,720. In fact September 16<sup>th</sup>, the BCC approved Change Order #5 in the amount of \$10,650 for AMA, and the \$2,000 dollars payable to Redmond was in C.O. #5. So, can you approve the overage for \$720 dollars, to make them whole?

I messaged both Dan of Redmond and Lori Kellow, firmly advising sooner is always better to provide cost changes for overages...that we don't want to have costs late.  
I can add it to the AMA furniture assist pricing of \$19,000+ (Change Order #6 – "Drafting and will be Pending next week.")

Thanks for your consideration.

**Steve Kelly**, Project Coordinator

(Pronouns: He/Him/His)

[Why pronouns matter](#)

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

971 . 284 . 9949 (Work Cell)

[stevekel@clackamas.us](mailto:stevekel@clackamas.us)

# INVOICE

REDMOND GEOTECHNICAL SERVICES, LLC  
P.O. BOX 20547  
Portland, Oregon 97294  
(503) 285-0598

September 30, 2021

Mr. Steve Kelly  
Clackamas County Community Development  
2051 Kaen Road, Suite 245  
Oregon City, Oregon 97045

Re: Geotechnical Consultation and Construction Monitoring Services  
Proposed Sandy Health Clinic Project  
39740 Pleasant Street  
Sandy, Oregon  
Project No. 1874.001.C

## Services Rendered

<u>Date(s)</u>	<u>Description</u>	<u>Fees</u>
7/01/21-9/30/21	2.0 hours of Clerical Typist @ \$40.00/hr.	\$40.00
7/01/21-9/30/21	2.0 hours of Engineering Technician @ \$75.00/hr.	\$150.00
7/01/21-9/30/21	12.0 hours of Staff Engineer @ \$150.00/hr.	\$1,800.00
7/01/21-9/30/21	2.0 hours of Project Engineer @ \$175.00/hr.	\$350.00
7/01/21-9/30/21	420 vehicle miles @ \$0.50/mile	\$210.00
7/01/21-9/30/21	1 laboratory Maximum Density test @ \$175.00/each	\$175.00
	<b>Total Due:</b>	<b>\$2,725.00</b>

Note: Our terms are net 30 days after invoicing. Payments received after 30 days may be assessed interest at the rate of 1.5% per month.

*overage, part of  
change order #6*

*S. Kelly, see  
attach email  
page.  
10/7/2021*

November 4, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to accept funding from Oregon School-Based Health Alliance (OSBHA) for School Based Health Center program funds. Funding agreement is for \$8,000.  
No County General Funds are involved.

<b>Purpose/Outcomes</b>	To support healthy youth relationships, adolescent sexual health, and SBHC staff skill development relating to youth social and sexual health. Clackamas County Health Centers intend to utilize the funds to provide quality, evidence-based pediatric care, to children and teens in order to support and promote their optimal health, growth and development.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$8,000. No County General Funds are involved. No matching funds required.
<b>Funding Source</b>	Oregon School-Based Health Alliance (OSBHA)
<b>Duration</b>	Effective July 1, 2021 and terminates on June 30, 2022
<b>Previous Board Action</b>	August 12, 2021 A.8: Approval to Apply
<b>Strategic Plan Alignment</b>	1. Improve community safety and health 2. Ensure safe, healthy and secure communities by investing funds to expand Behavioral Health services to the students of Rex Putnam High School.
<b>Counsel Review</b>	1. 10/11/21 2. KR
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant award.
<b>Contact Person</b>	Deborah Cockrell, Health Centers Division Director – 503-742-5495
<b>Contract No.</b>	10379

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to accept the 2021-2023 OSBHA ACTION

*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)

Page 2 Staff Report  
November 4, 2021  
Contract # 10379

grant award from the Oregon School-Based Health Alliance (OSBHA). Health Centers will utilize the funds to establish a Healthy Teen Relationships psycho-education group that will create a space for teens to ask critical questions about their value-driven decisions in relationships, healthy boundaries, power and control influences on relationships, gender expressions and how to impact relationship roles.

The award has a maximum value of \$8,000. It is effective July 1, 2021 and terminates June 30, 2022.

**RECOMMENDATION:**

Staff recommends the Board approval.

Respectfully submitted,

*Mary Rumbaugh*

Rodney A. Cook, Director  
Health, Housing and Human Services

**Oregon School-Based Health Alliance**

**GRANT AGREEMENT**

2021-2023 ACTION Grants

In response to the demonstrated need among school-aged children and youth for support in achieving healthy relationships, the EC Brown Foundation awarded the Oregon School-Based Health Alliance (OSBHA) funding to develop a project that will provide resources to SBHC staff to meet this goal. This document is specific to the OSBHA ACTION (Advocating Consent, Teaching Inclusion, Organizing for Nonviolence) Grant is for the 2021-2023 school year.

**GRANT AGREEMENT**

Grantee:	<u>Clackamas Health Center, Rex Putnam SBHC</u>
Grant Period:	<u>7/1/21 – 6/30/22</u>
Grant Amount Requested:	<u>\$20,000</u>
Amount Granted:	<u>\$8,000</u>
Grant Manager:	<u>Ben DeGiulio</u>
Grantee Fiscal Agent:	<u>Clackamas County Health Centers</u>
Fiscal Agent EIN:	<u>93-6002286</u>

**OSBHA Contact:** Jen Shin, Operations Manager (503-719-4515; jen@osbha.org)

**GRANT CONDITIONS**

**Purpose:** Grant funds shall be for promoting healthy relationships among youth through their connection to school-based health centers, as described in the 2021-2023 grant application that was approved by OSBHA.

**Accounting:** Grantee must maintain standard and accurate bookkeeping regarding fund expenditures for this Grant.

**Payment:** Grant funding will be distributed in a series of payments throughout the funding period:  
A. September 2021: \$4,000  
B. January 2022: \$4,000

**Reporting:** Grantee will furnish one **Mid-Term Reports** to OSBHA (due dates will be provided at least 30 days in advance), and one **Final Report** to OSBHA by June 30, 2022. The Reports will include a Narrative Report and Updated Project Grid describing what was accomplished with expenditure of the grant funds



Failure to comply with reporting requirements will be considered a breach of this Grant Agreement and subject to all remedies allowed by law. Grantee agrees to provide OSBHA, upon request, all information relating to the results, findings, or methods developed under the Grant. This information may be used in ongoing communications by OSBHA (e.g., monthly newsletter, on the website, etc.).

**Budget and Expenditures:**

In order to receive funding, Grantee agrees to work with OSBHA’s Youth Programs Manager to develop an approved project plan and budget that meets the intent of the healthy youth relationships focus of the grant. The OSBHA Youth Programs Manager is responsible for providing final approval of the plan on behalf of OSBHA. Additionally:

- A. Grant funds shall be used only as indicated in the project proposal and according to the budget listed below.
- B. Grantee must obtain advance written approval from OSBHA for disbursements deviating from the line items of the approved Grant Budget.
- C. Only expenses directly attributable to the Grant are allowable; therefore, a general overhead percentage, cost allocation, or indirect costs are not allowed.
- D. Any unspent Grant funds remaining at the end of the Grant Period shall be retained by OSBHA.
- E. Expenditures for this grant period will include allocations in the following categories.

<b>Budget Item</b>	<b>Current Allocation</b>
Consulting	\$0
Personnel	\$5840.00
Program Supplies	\$2160.00
Training/Conference	\$
Travel	\$
Youth Stipends	\$
<b>Total</b>	<b>\$8,000</b>

**Evaluation:**

- A. OSBHA views evaluation as an important management and learning tool. Project evaluation will include the collection of both qualitative and quantitative data related to activities of your project.

- B. Grantee agrees to participate in the evaluation of this project, including participation in surveys and providing information to OSBHA as requested.

**OSBHA Membership and Participation:**

- A. Grantee agrees to pay and remain current with OSBHA membership dues as a condition of receiving funding for ACTION grants.
- B. Grantee agrees to participate in on-going technical assistance provided to ensure successful implementation of the project (e.g., ongoing conference calls, site-visits, regional trainings).
- C. Grantee agrees to participate in the evaluation of this project, including participation in surveys and providing information to OSBHA as requested.

**Repayment/Termination of Grant Funds:** If OSBHA, in its sole discretion, determines that Grant funds are not being used by Grantee in an effective and efficient manner, or that Grantee has otherwise failed to comply with the terms of this Agreement, OSBHA may direct Grantee to repay to OSBHA any Grant funds not used in accordance with this Agreement.

**Royalties:** Publications, instructional modules, or other products, materials, or information (including computer software) developed in connection with this project should come into the public domain and shall NOT provide royalties or otherwise inure to the personal benefit of individuals connected with this Grant. Any monies realized by Grantee from product sales must be utilized exclusively for this project or for educational and charitable purposes.

**Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend, and hold harmless OSBHA, its officers, directors, and employees from and against all claims, damages, or injuries to person or property of OSBHA, Grantee, or any third party arising out of (directly or indirectly) or related in any way to the actions or omissions of Grantee, its officers, employees, agents, or grantees under this Grant or project, except to the extent the claims, damages, or injuries are caused by the negligent acts or omissions committed by OSBHA.

**Tax Requirements:**

- A. Grant funds (including any income earned thereon) may be expended only for charitable, educational, literary, or scientific purposes in accordance with the purpose of this Grant Agreement.
- B. Under the U.S. Internal Revenue Code (“Code”) Grantee may not use Grant funds nor any income earned thereon to:
  - i. Carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code);
  - ii. Influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code);
  - iii. Make grants to individuals or to other organizations that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code; or

- iv. Undertake any activity other than for a charitable, educational, literary, or scientific purpose specified in Section 170(c)(2)(B) of the Code.
- C. Grantee represents that it is a governmental unit or an organization described in Section 501(c)(3) of the Code and is not a “private foundation” within the meaning of Section 509(a) of the Code. Grantee will notify OSBHA immediately of any change in its tax status.

**Compliance with Laws:** Grantee will comply with all applicable local, state, and federal laws and regulations.

**No Control:** Beyond the rights and obligations specifically stated in this letter, OSBHA disclaims any legal right to control or to otherwise influence Grantee’s use of any funds provided pursuant to this Agreement. Furthermore, it is expressly understood that in providing this grant, OSBHA assumes no obligation to provide additional funding to Grantee.

**Notification of Change:** Grantee agrees to immediately notify OSBHA of changes in Grantee’s organizational structure, financial condition, management, professional staffing and operations that:

- A. Threaten Grantee’s financial stability;
- B. Cause significant differences from the initial representation to OSBHA of Grantee’s financial position; or
- C. Affect Grantee’s ability to complete the Grant Project as agreed

This Agreement contains the entire agreement between OSBHA and Grantee relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. The Agreement may be modified or amended only by mutual written consent of the parties.

OSBHA’s waiver or failure to enforce the terms of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

**OSBHA must approve, in writing, amendments or changes to any of the terms and conditions of this Grant Agreement.**

**If this Grant Agreement correctly sets forth your understanding of the terms of this Grant, please indicate your organization’s agreement to such terms by signing this Grant Agreement.**

**Grant Manager** designated for all inquiries relating to this Grant is as follows:

Name: Ben DeGiulio  
Title: Mental Health Program Supervisor  
Phone: 503-723-4819

Email: bdegiulio@clackamas.us

**Grantee Fiscal Agent**

Name: Adam Kearl

Title: Administrative Services Manager

Phone: 503-742-5319

Address: 2051 Kaen Rd, Suite 367

Oregon City OR 97045

Email: akearl@clackamas.us

**GRANTEE'S ACCEPTANCE**

We acknowledge that we have received, reviewed, and retained a copy of this Grant Agreement dated **8/26/21**. We agree to all of the terms and conditions set forth herein, and we will comply with them.

Grantee Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**On Behalf of the Oregon School-Based Health Alliance**

Signed:  Date: 8/26/21

Printed Name: Maureen Hinman

Title: Interim Executive Director

November 4, 2021

Board of County Commissioners,  
Clackamas County

Members of the Board:

Approval for the Public Health Division to apply for the University of Baltimore - Combating Overdose through Community-Level Intervention (COCLI) to expand Project Hope. Maximum grant award is \$300,000.

No County General Funds are Involved

<b>Purpose/Outcomes</b>	If awarded, funding will expand an existing project (Project Hope) between Clackamas County Public Health (CCPH) and various community-based service providers including a community paramedic, peer recovery mentor and case manager. Project Hope provides care coordination and recovery supports for overdose survivors and aims to do the following: (1) reduce the number of people who overdose on opioids and other drugs; (2) reduce 911 calls and hospital readmission; (3) improve the quality of life for patients with substance use disorders; and (4) bridge gaps in care by connecting vulnerable patients to treatment and other social and health-related support services; and (5) Improve service system connections and referral options. If awarded, Project Hope will expand the existing model so more patients are served across a larger geographic region and expand upon comprehensive case management to help with care coordination.
<b>Dollar Amount and Fiscal Impact</b>	Maximum grant award is \$300,000. No matching funds required.
<b>Funding Source</b>	University of Baltimore Subaward from the Office of National Drug Control Policy
<b>Duration</b>	December 1, 2021 – November 30, 2022
<b>Strategic Plan Alignment</b>	1 .Improve Community Safety and Health 2. Ensure safe, healthy, and secure communities in Clackamas County by preventing opioid misuse and overdose deaths
<b>Previous Board Action</b>	The Board approved Intergovernmental Agreement #9988, with the University of Baltimore, for Subaward combating Opioid Overdose through Community-Level Intervention Initiative (COCLI), on October 22, 2020
<b>Counsel Review</b>	NA
<b>Procurement Review</b>	NA

<b>Contact Person</b>	Sherry Olson, Business Services Manager (503) 742-5342 (Primary) Philip Mason-Joyner, Public Health Director (503) 742-5456 (Secondary)
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**BACKGROUND:**

The Public Health Division of the Health, Housing & Human Services Department, requests the approval to apply for the University of Baltimore – Combating Overdose through Community-Level Intervention Initiative (COCLI) Program funding opportunity. Funding will be used to expand the capacity of Project Hope, which will enable additional overdose prevention and care coordination services in Clackamas County. This project will include collaborative efforts between Divisions in Health, Housing & Human Services (Public Health and Behavioral Health, Health Centers) and community paramedics from Clackamas Fire, Tualatin Valley Fire and Rescue (TVFR), and several other community-based service providers including a peer recovery mentor and case manager. Public Health will act as the project lead and fiscal agent.

**Project:**

When looking at overdose data in Clackamas County, it is clear that local Emergency Medical Service (EMS) agencies play a critical role in our communities' response to the opioid and other addictive substances epidemic. In Clackamas County, Clackamas Fire and TVFR respond to a significant portion of the overdose calls received by 911 dispatch, saving hundreds of lives each year. Additionally, the program seeks to increase the community referral network and enhance coordination between community residents and providers, as well as community resource navigation.

Over the last several years, CCPH has partnered with Clackamas Fire to build a more comprehensive overdose response model in our county through the creation of Project Hope. Project Hope begins with follow-up by a community paramedic after the overdose occurs. After an assessment is completed, patients are navigated to treatment and recovery services in the community (inpatient, outpatient and community-based services) with a longer-term plan established to prevent future substance use and potential overdose. In an effort to work more upstream and further de-silo our approach to the opioid and substance use crisis, Project Hope has expanded to include law enforcement and other justice partners including the jail, to help connect individuals to treatment and recovery supports. By adding another pathway to treatment and recovery, Project Hope is working in a preventive role to divert eligible individuals away from the criminal justice system, link to treatment before an overdose occurs, and improve law enforcement relations in the community.

At this time, Project Hope has limited capacity to respond and provide ongoing follow-up to the many individuals needing support. Since 2019, EMS transports for overdose have increased in the county and opioid-related hospitalizations increased 30% from the first half of 2020 to the first half of 2021. The presence of opioids in the toxicology results of people who died in association with substance use increased 48% from 2019 to 2020 in Clackamas County.

Of particular concern is the considerable impact that the COVID-19 pandemic has had on the well-being of Clackamas County residents. The layers of deep trauma resulting from recent events has contributed to an increase in substance abuse and limited access to critical services has made the risk of overdose even higher. Of particular concern has been the dramatic increase in counterfeit



pills that appear similar to prescription drugs that are being sold on the streets and are much more lethal than ever before. Now more than ever we need additional funding to maintain and expand the project into areas of the county experiencing high overdose rates and to provide ongoing critical support.

**Recommendation**

We recommend the Board of County Commissioners approve Public Health Division's request to apply for the University of Baltimore – Combating Overdose through Community-Level Intervention (COCLI).

Respectfully submitted

*Mary Rumbaugh*

Rodney A. Cook, Director  
Health, Housing, and Human Services

## Financial Assistance Application Lifecycle Form

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

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

\*\* CONCEPTION \*\*

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

Award type:  Direct Appropriation (no application)  
 Subrecipient Award  Direct Award  
 Award Renewal?  Yes  No

Lead Department & Fund: H3S 40 - 240

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.  
 If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: University of Baltimore - CDDP (Center for Drug Policy & Prevention) - COCLI (Combating Overdose through Community-Level Intervention Initiative)

Funding Source: Federal  State  Local

Requestor Information (Name of staff person initiating form): Angelique Nomie

Requestor Contact Information: anomie@clackamas.us and 503-742-5931

Department Fiscal Representative: Shane McElroy

Program Name and prior project # (please specify): PHS 400406, Opioid Misuse Prevention 40040324, U of B 400421103/COCLI Project Hope 40001

**Brief Description of Project:**  
 Project Hope is a collaboration of community partners whose response to opioid use and overdose includes a multi-disciplinary approach. Community paramedics, public health professionals, peer mentors, and law enforcement collaborate to respond to those in need. This unique group identifies, refers, and supports those suffering from addiction through the complicated path of recovery. Project Hope uses lifesaving incidents, such as a non-fatal overdoses, as opportunities to serve as life-changing events. Using EMS reports, law enforcement, and clinic referrals, the Project Hope team follows up with those in need and engages individuals suffering from addiction. Once a connection is made, the supports are put into place to assist with recovery. Project Hope addresses the social determinants of health and adverse childhood events in their approach to support the individual's specific needs by connecting them to valuable community resources.

Name of Funding Agency: University of Baltimore

Agency's Web Address for funding agency Guidelines and Contact Information:  
<https://www.ubalt.edu/news/news-releases.cfm?id=3655>

**OR**

Application Packet Attached:  Yes  No

Completed By: Angelique Nomie 10/4/2021  
Date

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

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

Competitive Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>	
CFDA(s), if applicable: <u>95.007</u>		Funding Agency Award Notification Date: <u>December 2021</u>	
Announcement Date: <u>9-27-21</u>		Announcement/Opportunity #: <u>n/a</u>	
Grant Category/Title: <u>COCLI</u>		Max Award Value: <u>\$300,000.00</u>	
Allows Indirect/Rate: <u>Yes</u>		Match Requirement: <u>None</u>	
Application Deadline: <u>11-1-21</u>		Other Deadlines: <u>None</u>	
Award Start Date: <u>12-1-21</u>		Other Deadline Description: <u>N/A</u>	
Award End Date: <u>11-30-22</u>			
Completed By: <u>Shane McElroy</u>		Program Income Requirement: <u>None</u>	
Pre-Application Meeting Schedule: <u>9.27.21 Apryl Herron, Armando Jimenez, Katie Knutsen, Shane McElroy, Sherry Olson, Angelique Nomie</u>			

Additional funding sources available to fund this program? Please describe: OHA's PE62 Opioid Overdose Prevention Funding  
 Public Health Opioid Prevention Program allotted marijuana tax funding

How much General Fund will be used to cover costs in this program, including indirect expenses? \$0.00 / NOFO covers indirect costs

How much Fund Balance will be used to cover costs in this program, including indirect expenses? \$0.00 / NOFO covers indirect costs

**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/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

This grant will support H3S's mission to ensure healthy families and strong communities in Clackamas County. A necessary component of this mission is preventing opioid misuse and overdose deaths. The grant will enable H3S to support our mission.

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

N/A

3. What are the objectives of this funding opportunity? How will we meet these objectives?

See attached answer.

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes - Project HOPE

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

Yes. Opioid project coordinator, peer support specialist, case manager, evaluation support, and epidemiologist are all within the Health, Housing and Human Services (H3S) Department.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes. Clackamas Fire and Tualatin Valley Fire & Rescue - Community Paramedic support, Milwaukie Police Department and Clackamas County Jail will be providing referrals, and Kaiser Permanente and Clackamas Health Centers will be providing clinical referrals.

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

Project HOPE is an existing project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

No.

**Collaboration**

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

Sheriff's Office, Health Centers, Behavioral Health and EMS.

**Reporting Requirements**

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

Budgets must be clear, specific and tie directly to performance measures. Budgets must reflect months of spending and, where applicable, be adjusted to reflect start date, state furlough days and holidays. UOB reserves the right to reduce budgets. Prioritization of line items is required for all applications having multiple line items. Applicant requirements will be taken into consideration should budgets need to be reduced. Justification sections must contain brief statements (1 to 2 sentences per line item) that explain each line item and their relevance to the project goals and objectives. Do not state "See Narrative, Goals or Objectives." The following is a listing of services, activities and costs that are eligible for support with Combating Opioid Abuse through Community-level Intervention funds. Before these costs can be supported with COCLI funds, applicant must agree that direct services cannot be offered without the support for these expenses, and that the sub-recipient has no other source of support for them: 1) personnel and fringe benefits, 2) facilities, 3) travel, 4) contractual services, 5) services, 6) supplies, 7) equipment and 8) indirect costs. The following services, activities and costs, although not exhaustive, cannot be supported with COCLI funds: 1) overtime, 2) lobbying and administrative advocacy, 3) perpetrator rehabilitation and counseling, 4) audit costs, 5) property insurance, 6) food/beverage for program staff, 7) vehicle purchases and 8) rentals (items such as hats, mugs, portfolios, t-shirts, cones, gift tags, etc.). Applicants that intend to charge indirect costs through the use of an indirect cost rate must have a Federally approved indirect cost agreement and provide a signed copy of said agreement. Line item justifications must include the sponsor/recipient's direct cost rate (including how the indirect cost rate was determined as well as the costs associated under this funding). The limit for consultant rates is \$650 per day or \$81.25 per hour.

2. How will performance be evaluated? 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?

Problem / Statement Needs Justification (10%), Project Description (10% for Tier 3), Project Priority Areas and Evidence-based and Promising Categories (5%), Project Innovation (10%), Impact Statement (10%), Evaluation plan, Goals and Objectives and Outcome-Based Performance Measures (15%), Strategy and Timeline (5%), Management Capabilities / Cooperating Agencies (5%), COVID-19 Statement (5%), Budget (20%). Up to 5% additional credit for focus on the following areas: Stimulants or poly-drug substance (m/s) use, Adverse Childhood Experiences (ACEs), Partnerships with Drug-Free Communities support programs and Community-based, multi-sector approaches. Data sources include 1) use of evidence-based practices or promising and proven programs, 2) geographic size and location of project, 3) whether new staff are required to implement the project and, if so, how quickly new staff can be hired, 4) whether the project will require approval of an Institutional Review Board (IRB) and, if so, whether steps have been taken by the applicant to prepare for the IRB review process, 5) performance history with previous Combating Opioid Overdose through Community-level Intervention awards and 6) Audit findings.

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

Funds are paid on a reimbursable basis. Cost extensions for sub-recipients' project will not be granted under any circumstances. Budgets must be clear, specific and tie directly to performance measures; must reflect months of spending and, where applicable, be adjusted to reflect start date, state furlough days, and holidays. UOB reserves the right to reduce budgets. UOB will distribute awarded funds to sub-recipients in conjunction with the timely submission of corresponding Fiscal and Programmatic Reports. These reports must be emailed to UOB and are due within 15 calendar days following the end date of the quarter; a financial report is due within 15 calendar days following the end of each month. All reporting activity occurs through email.

**Fiscal**

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

Yes

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

No requirements of additional funding currently identified. As identified above we have funding to use in the case of a deficit (OHA PE62 funding and marijuana tax money).

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are those sources?

Yes. No rate cap.

Program Approval:

Armando Jimenez

10-5-21

Name (Typed/Printed)

Date


Signature

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

**\*\*ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN \*\***

**Section IV: Approvals**

DIVISION DIRECTOR (or designee, if applicable)		
Philip Mason-Joyner	10/5/2021	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rod Cook	10/11/21	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Matt Westbrook	Elizabeth Comfort, Finance Director	
Name (Typed/Printed)	Date	Signature

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
N/A		
Name (Typed/Printed)	Date	Signature

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

*(Required for all grant applications. If your grant is awarded, 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:

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County Administration Attestation

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



**Dave Devore**  
**Interim Director**

## Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners  
 Clackamas County

Members of the Board:

### **Approval of a Contract with CenturyLink Communications LLC dba Lumen Technology Group for Enterprise Voice Services**

<b>Purpose/ Outcomes</b>	To establish an MSA with CenturyLink Communications dba Lumen Technology Group that will support the Enterprise Telecommunications Network connections to the Public Switched Telephone Network (PSTN) and provide enhanced services. This solution is used in all Clackamas County buildings and offices.
<b>Dollar Amount and Fiscal Impact</b>	The total compensation not to exceed \$840,000.00 over the life of the Contract. This equates to \$168,000 / yr.
<b>Funding Source</b>	747-18-1803-180302-42310-1801010091 This is currently budgeted and funded by TS – Telecom
<b>Duration</b>	From execution through September 15, 2026
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build a strong infrastructure.</li> <li>2. Build public trust through good Government.</li> </ol>
<b>Procurement Review</b>	Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no If no, provide a brief explanation:
<b>Counsel Review</b>	Reviewed Date: 10-13-2021 ARN
<b>Contact Person</b>	Dave Devore 503.723.4996 / Ron Sandner 503.655.8828
<b>Contract #</b>	3822

#### **Background:**

Technology Services (TS) currently utilizes communication services from CenturyLink Communications dba Lumen Technology Group for all connections to the public switched telephone network (PSTN). These connections and solutions support an Enterprise Telecommunications Network that is used in all County buildings and offices. The connections provide a state of the art, best in class hybrid approach for communications in the County. TS is continually evaluating communication needs and determined that working with CenturyLink on a new MSA would allow for more and enhanced services at the same cost. In addition the enhanced services allow TS to provide better Continuity of Operations (COOP) planning for all County Departments.

The communication services currently fall within TS – Telecom budget parameters and would continue to do so. For these reasons and others, TS is requesting approval of the contract with CenturyLink Communications LLC dba Lumen Technology Group for Enterprise Voice Services. Technology Services will regularly monitor the County’s business needs, technology solutions,



budgetary priorities, and other factors to determine whether other voice services solutions would be of benefit to the County.

**Procurement Process:**

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase is from cooperative contract #AR2474 with NASPO Value Point and Enterprise Voice SIP Service Schedule through the State of Washington Participating Addendum #05116 with CenturyLink Communications LLC, dba Lumen Technology Group. A Notice of Intent to Purchase was issued on July 14, 2021. No comments were received by the time of closing on July 22, 2021.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Contract with CenturyLink Communications LLC, dba Lumen Technology Group for the Enterprise Voice Services. Staff further recommends the Board delegate authority to the Technology Services Interim Director to sign agreements necessary in the performance of this agreement.

Respectfully,



David Devore  
Interim Director  
Clackamas County Technology Services

Placed on the Agenda of \_\_\_\_\_ by the Procurement Division

**CLACKAMAS COUNTY  
GOVERNMENTAL CONTRACTING ADDENDUM  
Contract #3822**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Technology Services department and **CenturyLink Communications LLC, dba Lumen Technology Group** ("Contractor"). This Addendum shall be attached to, and incorporated into Statement of Work. The NASPO Value Point Master Agreement # AR2474 and the Enterprise Voice SIP Service Schedule in the State of Washington Participating Addendum # 05116 collectively comprise the "Vendor Agreement" referenced herein. As used below, "Contract" means this Addendum and the Statement of Work. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **September 15, 2026**.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **Ron Sander**.
- C. Compensation:** In consideration for Contractor providing the package of Voice Complete / SIP / ISDN services to the County and retain County's PRI connections on all voice servers, County shall pay Contractor at the rates for services set forth in Contractor's proposal, attached hereto as Exhibit A and incorporated by this reference herein. The estimated monthly expenses, including taxes are \$14,000. The total Contract compensation shall not exceed **\$840,000.00**, inclusive of taxes, fees, and surcharges, which amount is based on the parties' best estimate of total costs. Notwithstanding the foregoing, County shall be responsible for monitoring the total contract compensation and, in the event the total spending under the Statement of Work nears the stated not-to-exceed amount, or if future funds are not appropriated after the fiscal year in which this Contract is executed, County shall notify Contractor and the parties shall negotiate, in good faith, to either amend this Contract to add additional compensation or to terminate this Contract.
- D. Invoices and Payments.** Invoices shall be submitted to: Ron Sandner via email at [ronaldsan@clackamas.us](mailto:ronaldsan@clackamas.us) and [Stephanie Cry via email at scry@clackamas.us](mailto:StephanieCry@clackamas.us).
- E. [Reserved for Numbering.]**
- F. Debt Limitation.** The 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.
- G. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.  
Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

H. [Reserved for Numbering.]

I. [Reserved for Numbering.]

J. [Reserved for Numbering.]

K. **Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

L. [Reserved for Numbering.]

M. **Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

N. **Records.** Subject to Section 26, Records Administration and Audit, of the Vendor Agreement, any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law, ORS Chapter 192.

O. **Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.

P. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Q. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

**CenturyLink Communications, LLC  
dba Lumen Technology Group**

**Clackamas County**

Steve Ameson

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**Manager - Offer Management**

Name/Title (Printed) \_\_\_\_\_

Chair \_\_\_\_\_

Recording Secretary \_\_\_\_\_ Date \_\_\_\_\_

**Approved As To Form:**

**Andrew  
Naylor**

Digitally signed by  
Andrew Naylor  
Date: 2021.10.13  
15:53:53 -0700'

**10-13-2021**

Clackamas County Counsel \_\_\_\_\_ Date \_\_\_\_\_

# Statement of Work ("SOW")

## Customer: Clackamas County

### CONTACT INFORMATION

**Customer:** Clackamas County  
Telecom  
*For CenturyLink administrative purposes:*  
Customer's Oregon Cooperative Procurement Program ("ORCPP") Agency #: C01010  
Customer's Master Contract Use Agreement ("MCUA") Organization #: 60300

**Address:** 168 Warner Milne Rd  
Oregon City, OR 97045

**Job Number:**

**Customer Primary Contact**

**Name:** Ronald Sandner  
**Address:** 168 Warner Milne Rd  
Oregon City, OR 97045  
**Telephone:** 503-655-8828  
**Email:** ronaldsan@clackamas.us

**CenturyLink Primary Contact:**

**Name:** Fay Benagni  
**Address:** 310 SW Park Ave 7FL  
Portland OR 97205  
**Telephone:** 971-346-4076  
**Email:** fay.benagni1@lumen.com

**Customer Billing/Accounts Payable**

**Name:** Ronald Sandner  
**Address:** 168 Warner Milne Rd  
Oregon City, OR 97045

**CenturyLink Services Billing**

**Name:** CenturyLink Business Services  
**Address:** P.O. Box 52187, Phoenix, AZ 85072-2187

**Telephone:** 503-655-8828

**Telephone:** 1-800-860-1020

**Fax:**

**Website:** <https://controlcenter.centurylink.com>

**Email:** ronaldsan@clackamas.us



**Agreement Pramata ID # 1068385**  
**Quote Number: Q-01178099 and #12476292**

This Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the Services to be provided to Clackamas County ("Customer") by CenturyLink Communications, LLC ("CenturyLink"). This SOW is subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule, and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement"). Contract expires on September 15, 2026, unless earlier terminated or extended in accordance with the terms and conditions of the Master Agreement #AR2474. Capitalized terms not defined in this SOW are defined in the Agreement. This SOW shall constitute an Order under the Agreement.

**Scope.** The scope of this project is to provide a Software-as-a-Service solution to Customer locations, and additional ancillary Services available under Contract #05116 and the Master Agreement #AR2474. The specific Services are as priced on the Quotes and Orders attached to this SOW and incorporated by reference. Customer will purchase the Services by executing the Quotes and Orders with CenturyLink that reference and are subject to this SOW. The parties stipulate that no statewide IT or security policies from either the State of Oregon or State of Washington, including those referenced in Section 3.7 of Contract #05116 shall apply to the Services offered under this SOW. CenturyLink provides the Services subject to the general security standards set forth in Master Agreement # AR2474 and as described in any applicable Service terms and conditions or end user license agreement terms.

**Customer Eligibility.** Customer agrees and acknowledges that it is eligible to purchase subject to the Agreement as an eligible Purchasing Entity under the *Interstate Cooperative Agreement for Joint Participation in Each State's Purchasing Program* (the "Interstate Cooperative Agreement") by and between the State of Washington Department of Enterprise Services ("DES") and the State of Oregon Department of Administrative Services ("DAS") because Customer is a member of the Oregon Cooperative Procurement Program ("ORCPP"). Customer additionally agrees and acknowledges that its purchase under this SOW satisfies all requirements under applicable procurement laws, including Oregon Revised Statutes Chapter 279.

**Customer: Clackamas County**

**CenturyLink Communications, LLC**

\_\_\_\_\_  
Authorized Signature

Steve Arneson  
Steve Arneson, Part 1.3, 10/13/2021  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

Steve Arneson  
\_\_\_\_\_  
Name Typed or Printed  
Offer Management

\_\_\_\_\_  
Title

Title  
10/13/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Agreement Pramata ID # 1068385**  
**Quote Number: Q-01178099 and #12476292**

See attached quotes:

- 1) Managed Cisco Meraki / Quote #Q-01178099
- 2) Voice Complete / Quote #12476292
- 3) Summary of Estimated Order Total

NOTE: This Summary is included for illustrative purposes only and is subject to change based on final orders placed by Customer.



**SUMMARY OF ESTIMATED ORDER TOTAL**

(see individual Order Forms incorporated into SOW for detailed order totals)

**THIS SUMMARY IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE BASED ON FINAL ORDERS PLACED BY CUSTOMER.**

SERVICE DESCRIPTION/SERVICE ADDRESS	MRC	Qty	MRC (5-year Term)	NRC	ADDITIONAL NOTES
20M IPVPN 150 Beaver creek Rd, Oregon City OR 97045	\$617.47	1	\$617.47	\$0.00	
20M IPVPN 9101 SE Sunnybrook Blvd, Clackamas OR 97015	\$617.47	1	\$617.47	\$0.00	
TDM PRI T1 150 Beaver creek Rd, Oregon City OR 97045	\$201.89	6	\$1,211.34	\$0.00	
TDM PRI T1 821 Main St, Oregon City OR 97045	\$201.89	2	\$403.78	\$0.00	
TDM PRI T1 2200 Kaen Rd, Oregon City OR 97045	\$201.89	2	\$403.78	\$0.00	
TDM PRI T1 9101 SE Sunnybrook Blvd, Clackamas OR 97015	\$201.89	2	\$403.78	\$0.00	
TDM PRI T1 902 Abernethy Rd, Oregon City OR 97045	\$201.89	1	\$201.89	\$0.00	
Cisco Meraki Cellular Failovers MX67C Advanced	\$550.00	1	\$550.00	\$0.00	
<b>Access Subtotal</b>			<b>\$4,409.51</b>	<b>\$0.00</b>	
Concurrent Call Paths	\$10 .00	322	\$3,220.00	\$0.00	
Telephone Number (DIDs)	\$0.18	3,990	\$718.20	\$0.00	
Mobility per DID	\$1.80	1	\$1.80	\$0.00	
Long Distance Minutes (100,000 Block)	\$900.25	1	\$900.25	\$0.00	
*Long Distance Minutes 44K overage (per minute)	\$0.01	44,000	\$440.00	\$0.00	*estimated number of minutes varies depending on usage
Toll Free Number	\$3.00	2	\$6.00	\$0.00	
<b>Voice Subtotal</b>			<b>\$5,286.25</b>	<b>\$0.00</b>	
<b>Estimated Totals</b>			<b>\$9,695.76</b>	<b>\$0.00</b>	



Customer Name: CLACKAMAS COUNTY - OR

Order #: Q-01178099

Order Generation Date: 9/15/2021 8:21:39 AM

Cutoff/Expiration Date: 10/30/2021

Currency: USD

Customer Information	Account Information	Prepared By
<b>Name:</b> CLACKAMAS COUNTY - OR <b>Primary Contact:</b> Ron Sandner <b>Primary Contact Phone:</b> (503) 655-8828 <b>Primary Contact Email:</b> <a href="mailto:ronaldsan@clackamas.us">ronaldsan@clackamas.us</a> <b>Billing Contact:</b> <b>Billing Contact Phone:</b> <b>Billing Contact Email:</b>	<b>BPID:</b> 611494 <b>Billing Account:</b> <b>Billing Address:</b> 168 Warner Milne Rd Oregon city, OR 97045 <b>Contract ID#:</b> New (Internal Use Only)	<b>Name:</b> Fay Benagni <b>Phone:</b> (971) 346-4076 <b>Email:</b> fay.benagni1@lumen.com

**Order**

**Pricing Table**

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Managed Enterprise with Cisco Meraki	1	168 WARNER MILNE RD OREGON CITY OR 97045			60 Months	\$0.00	\$0.00	
	5		Security Appliance: MX67C - Advanced Security	Device + Mgmt.	60 Months	\$550.00	\$0.00	
<b>Service Sub Total:</b>						<b>\$550.00</b>	<b>\$0.00</b>	

"Terms and Conditions for Managed Enterprise with Cisco Meraki"

Lumen provides Managed Enterprise with Cisco Meraki under the Managed Enterprise with Cisco Meraki and Rental CPE Service Exhibits. The quantity of the Service Packages ordered for each device type is reflected in the "Qty" column in the table above. The corresponding MRC represents the total price of all the Service Packages ordered at that location for that device type. The individual Service Package MRC can be determined by dividing the MRC by the number in the corresponding "Qty" column.

If Customer elects to add Optional Additional Services later, the pricing for those services is provided below.

Optional Additional Service MRC	MRC
Systems Manager <sup>1</sup>	\$1.80

<sup>1</sup> Licenses are priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
<b>Total</b>	<b>\$ 550.00</b>	<b>\$ 0.00</b>

## 1. SLED TERMS AND CONDITIONS GOVERNING THIS ORDER

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes) or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s)



Customer Name: **CLACKAMAS COUNTY - OR**  
 Order #: Q-01178099  
 Order Generation Date: 9/15/2021 8:21:39 AM  
 Cutoff/Expiration Date: 10/30/2021  
 Currency: USD

despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. **Order Addendum attached to this Order is incorporated into these Order Terms and Conditions.**

<b>Customer: CLACKAMAS COUNTY - OR</b>
<div style="border-bottom: 1px solid black; width: 80%; margin-left: 10%; margin-top: 50px;">           Authorized Signature         </div>
Name Typed or Printed
Title
Date



## ORDER ADDENDUM For Services Provided by CenturyLink Communications, LLC

This Order Addendum is between CenturyLink Communications, LLC on behalf of itself and its affiliates ("CenturyLink") and Clackamas County ("Customer") and modifies Quote No. Q-01178099 that Customer is executing and delivering contemporaneously with execution of this Order Addendum as included with the Statement of Work (the "Order"). This Order Addendum is effective on the date the last party signs it. Except as set forth in this Order Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

**1. Section 2 is deleted in its entirety and replaced with the following:**

"2. Notwithstanding anything to the contrary in the Agreement, prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 30 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase."

**2. Section 3 is deleted in its entirety and replaced with the following:**

"3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services."

**3. Section 4 is deleted in its entirety and replaced with the following:**

"4. Unless otherwise stated herein, the service(s) identified in this Order (the "Service(s)") are subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement").

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence.

**4. Section 5 is deleted in its entirety and replaced with the following:**

"5. [Reserved for Numbering.]"

**5. Section 10 is deleted in its entirety and replaced with the following:**

"10 [Reserved for Numbering.]"

All other terms and conditions in the Order will remain in full force and effect and be binding upon the parties. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. If there is a conflict between this Order Addendum and the Order(s), the terms of this Order Addendum will govern. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum



Customer Name: CLACKAMAS COUNTY - OR

Order #: Q-01178099

Order Generation Date: 9/15/2021 8:21:39 AM

Cutoff/Expiration Date: 10/30/2021

Currency: USD

CENTURYLINK COMMUNICATIONS, LLC

*Steve Arneson*

Steve Arneson (Oct 13, 2021 13:34 CDT)

Authorized Signature

Steve Arneson

Name Typed or Printed

^

Title

Oct 13, 2021

Date

CLACKAMAS COUNTY

Authorized Signature

Name Typed or Printed

Title

Date





Quote # 12476292

Proposal									
Pricing Prepared For			Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc		
CLACKAMAS COUNTY - OR			09/21/2021	12/19/2021	USO	3,859.51	0.00		
IPVPN									
Term		Total Mrc			Total Nrc		# Sites		
5 Years		1,234.94			.00		2		
Location			Universal Service Fund	Summary		IPVPN Services	Coordinated Services		
Site Name	Country	Site Address	USF	Mrc	Nrc	Port	Coordinated Service Type	Asset/Circuit ID	
OREGON CITY_OR	USA	150 BEAVERCREEK RD OREGON CITY, OR 97045	Interstate	617.47	.00	Fast Ethernet (100 Mb)			
CLACKAMAS_OR	USA	9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015	Interstate	617.47	.00	Fast Ethernet (100 Mb)			
Product Details									
Description				Qty	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A- 150 BEAVERCREEK RD OREGON CITY, OR 97045 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity= 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]				1					
A- 150 BEAVERCREEK RD OREGON CITY, OR 97045 Commit - Basic Plus & Basic - [Capacity (Mb)= 10.000]				1					
A- 150 BEAVERCREEK RD OREGON CITY, OR 97045 Off Net Access - Fast Ethernet (100 Mb) - [Bandwidth= Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 10]				1					
A- 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 Off Net Access - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth= Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 10]				1					
A- 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity= 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]				1					
A- 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 Commit - Basic Plus & Basic - [Capacity (Mb)= 10.000]				1					

Proposal prepared for CLACKAMAS COUNTY - OR - Quote# 12476292 - S

Voice Complete (Access Only)											
Term		Total Mrc				Total Nrc				# Sites	
5 Years		2,624.57				00				5	
Location			Universal Service Fund	Summary		Local Access		Coordinated Services			
Site Name	Country	Site Address	USF	Mrc	Nrc	Mrc	Nrc	Coordinated Service Type	Asset/Circuit ID		
OREGON CITY_OR	USA	2200 KAEN RD OREGON CITY, OR 97045	Interstate	403.78	00	403.78	00				
OREGON CITY_OR	USA	150 BEAVERCREEK RD OREGON CITY, OR 97045	Interstate	1211.34	00	1211.34	00				
OREGON CITY_OR	USA	821 MAIN ST OREGON CITY, OR 97045	Interstate	403.78	00	403.78	00				
OREGON CITY_OR	USA	902 ABERNETHY RD OREGON CITY, OR 97045	Interstate	201.89	00	201.89	00				
CLACKAMAS OR	USA	9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015	Interstate	403.78	00	403.78	00				
Product Details											
Description	Qty	Mrc	Nrc	Priced Amount	MrcPer	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 150 BEAVERCREEK RD OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 6, Bandwidth= T1 (1.5 Mb), Secondary CFA = No]	6	11211.34(201.89 each)	0 00(0 00 each)								
A - 2200 KAEN RD OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 2, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]	2	403.78(201.89 each)	0 00(0 00 each)								
A - 821 MAIN ST OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 2, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]	2	403.78(201.89 each)	0 00(0 00 each)								
A - 902 ABERNETHY RD OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 1, Bandwidth= T1 (1.5 Mb), Secondary CFA = No]	2	201.89	0 00								
A - 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 Off Net Access - T1 (1.5 Mb) - [Quantity= 2, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]	2	403.78(201.89 each)	0 00(0 00 each)								
Voice Complete Standard											
Term		Total Mrc				Total Nrc				# Sites	
5 Years		See Rate Sheet				See Rate Sheet				See Rate Sheet	
Summary					Coordinated Services						
Mrc		Nrc			Coordinated Service Type			Asset/Circuit ID			
00		00									
Product Details											
				Amount							
Voice Complete				See Rate Sheet							
Prepaid Minute Plan				See Rate Sheet							

Order Terms and Conditions	
<p>1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.</p> <p>2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability, or otherwise, Customer is deemed to accept the increase.</p> <p>3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.</p> <p>4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.</p> <p>Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: <a href="http://www.lumen.com/ancillary-fees">http://www.lumen.com/ancillary-fees</a>. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.</p> <p>5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.</p> <p>6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.</p> <p>7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <a href="http://www.lumen.com/taxes">http://www.lumen.com/taxes</a>.</p> <p>8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <a href="https://www.centurylink.com/business/login/">https://www.centurylink.com/business/login/</a>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at <a href="http://www.lumen.com/ancillary-fees">http://www.lumen.com/ancillary-fees</a>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.</p> <p>9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.</p> <p>10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.</p> <p>11. Order Addendum attached to this Order is incorporated into these Order Terms and Conditions.</p>	
911 Acknowledgement	
<p>BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <a href="http://www.centurylink.com/legal/HVQISIP/911advisory.pdf">http://www.centurylink.com/legal/HVQISIP/911advisory.pdf</a>.</p>	
Declarations and Signatures	
Customer submits this document as a Customer Order.	
Authorized Signature:	
Name:	
Title:	
Date:	

**ORDER ADDENDUM**

**For Services Provided by CenturyLink Communications, LLC**

This Order Addendum is between CenturyLink Communications, LLC on behalf of itself and its affiliates ("CenturyLink") and Clackamas County ("Customer") and modifies Quote No. 12476292 that Customer is executing and delivering contemporaneously with execution of this Order Addendum as included with the Statement of Work (the "Order"). This Order Addendum is effective on the date the last party signs it. Except as set forth in this Order Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

**1. Section 2 is deleted in its entirety and replaced with the following:**

"2. Notwithstanding anything to the contrary in the Agreement, prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 30 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase."

**2. Section 3 is deleted in its entirety and replaced with the following:**

"3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services."

**3. Section 4 is deleted in its entirety and replaced with the following:**

"4. Unless otherwise stated herein, the service(s) identified in this Order (the "Service(s)") are subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement")."

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence.

**4. Section 5 is deleted in its entirety and replaced with the following:**

"5. [Reserved for Numbering.]"

**5. Section 10 is deleted in its entirety and replaced with the following:**

"10 [Reserved for Numbering.]"

All other terms and conditions in the Order will remain in full force and effect and be binding upon the parties. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. If there is a conflict between this Order Addendum and the Order(s), the terms of this Order Addendum will govern. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum.

**CENTURYLINK COMMUNICATIONS, LLC**

**CLACKAMAS COUNTY**

Steve Arneson  
Steve Arneson (05/14/2021 13:24 CDT)  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Steve Arneson  
Name Typed or Printed  
Manager - Offer Management

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title  
C

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Voice Rates prepared for CLACKAMAS COUNTY - OR- Quote# 12476292



**Voice Rate Sheet**  
Deal# 11244570  
Quote# 12476292

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	CLACKAMAS COUNTY - OR	USD	5 Years	12/19/2021	6/23/2021 7:31:17 PM

CCP (Concurrent Call Path)		
CCP Plans		
Currency	CCP Plan 1	
	MRC	
USD		10.00
GBP		7.21
EUR		8.41

\*Plan maximum included minutes of 5000 minutes per CCP.  
Plan 1 includes United States Local Calling

Feature Packs						
Currency	Feature Pack 1		Feature Pack 2		Mobility Feature Pack	
	MRC	NRC	MRC	NRC	MRC	NRC
USD					1.80	
GBP					1.30	
EUR					1.51	

Prepaid Minute Plan USD		
Minutes	Prepaid Minute Plan 2	
	MRC	
100,000 Prepaid Minutes		900.25

Prepaid Minute Plan GBP		
Minutes	Prepaid Minute Plan 2	
	MRC	
100,000 Prepaid Minutes		648.87

Prepaid Minute Plan EUR		
Minutes	Prepaid Minute Plan 2	
	MRC	
100,000 Prepaid Minutes		756.88

Plan 7 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden

National Voice Services - United States					
MRC			NRC		
	USD	EUR	USD	GBP	EUR
Directory Listing Additional Listing	4.00	2.88	3.36	3.00	2.16
Directory Listing Caption	4.00	2.88	3.36	3.00	2.16
Directory Listing Foreign Additional Listing	4.00	2.88	3.36	3.00	2.16
Directory Listing Non Pub	2.00	1.44	1.68	3.00	2.16
Directory Listing Un Listed	2.00	1.44	1.68	3.00	2.16
Telephone Number	0.18	0.13	0.15		
Port Charge Per Telephone Number					
Telephone Number with Lync 911	0.30	0.22	0.25	2.00	1.44

National Voice Services Outbound - United States					
Rates are per minute / 18 second minimum / 6 second rounding					
	USD	GBP	EUR	USD	GBP
Rate Per Minute					
Minimum Call Charge					
Interstate	.0100	.0072	.0084		
Intrastate (All States)	.0100	.0072	.0084		
Local	.0100	.0072	.0084		

Toll Free/Free Phone - United States					
Rates are per minute / 18 second minimum / 6 second rounding					
	USD	GBP	EUR	USD	GBP
Rate Per Minute					
Minimum Call Charge					
Interstate					
Intrastate					
Local					

**Terms and Conditions Governing This Order**

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.



Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

11. **Order Addendum attached to this Order is incorporated into these Order Terms and Conditions.**

#### 911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HYIQSIP/911advisory.pdf>.

Voice Rates prepared for CLACKAMAS COUNTY - OR- Quote# 12476292

**Declarations and Signatures**

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

<b>Customer</b>
Signature:
Name:
Title:
Date:

**ORDER ADDENDUM**

**For Services Provided by CenturyLink Communications, LLC**

This Order Addendum is between **CenturyLink Communications, LLC** on behalf of itself and its affiliates ("CenturyLink") and **Clackamas County** ("Customer") and modifies Voice Rate Sheet Associated with Quote No. **12476292** that Customer is executing and delivering contemporaneously with execution of this Order Addendum as included with the Statement of Work (the "Order"). This Order Addendum is effective on the date the last party signs it. Except as set forth in this Order Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

**1. Section 2 is deleted in its entirety and replaced with the following:**

"2. Notwithstanding anything to the contrary in the Agreement, prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 30 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase."

**1. Section 3 is deleted in its entirety and replaced with the following:**

"3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services."

**2. Section 4 is deleted in its entirety and replaced with the following:**

"4. Unless otherwise stated herein, the service(s) identified in this Order (the "Service(s)") are subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement")."

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence.

**3. Section 5 is deleted in its entirety and replaced with the following:**

"5. [Reserved for Numbering.]"

**4. Section 10 is deleted in its entirety and replaced with the following:**

"10 [Reserved for Numbering.]"

All other terms and conditions in the Order will remain in full force and effect and be binding upon the parties. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. If there is a conflict between this Order Addendum and the Order(s), the terms of this Order Addendum will govern. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum.

Steve Arneson  
CENTURYLINK COMMUNICATIONS, LLC  
Steve Arneson (Oct 13, 2021 14:48 CDT)  
\_\_\_\_\_  
Authorized Signature  
  
Steve Arneson  
\_\_\_\_\_  
Name Typed or Printed  
  
Manager - Offer Management  
\_\_\_\_\_  
Title  
  
Oct 13, 2021  
\_\_\_\_\_  
Date

CLACKAMAS COUNTY  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Name Typed or Printed  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



**FACILITIES MANAGEMENT**

**CENTRAL UTILITY PLANT**

1710 Red Soils Court, Suite 200 \ Oregon City, OR 97045

October 28, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Public Improvement Contract with R.L. Reimers Company for the Secure Parking Lot Expansion Project**

<b>Purpose/ Outcomes</b>	Execution of a contract between the Facilities Management, and R.L. Reimers Company, creating a secure parking lot expansion at the Central Utility Plant.
<b>Dollar Amount and Fiscal Impact</b>	Total contract value is \$319,225.00
<b>Funding Source</b>	General Fund
<b>Duration</b>	Substantial Completion: December 31, 2022 Final Completion: June 30, 2022
<b>Previous Board Action</b>	Issues hearing: October 26, 2021
<b>Strategic Plan Alignment</b>	Build a strong infrastructure and provide a safe environment to house county service buildings.
<b>Counsel Review</b>	October 6, 2021 Counsel Initials: AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>
<b>Contact Person</b>	Marcus Gorton, Building Construction Project Coordinator, 503-557-6416

**BACKGROUND:**

The Clackamas County Facilities Management (CCFM) department is currently housed in the Central Utility Plant (CUP) building, and has grown over the last several years to over 50 full time employees. Due to increased staffing, service vehicles and equipment, there is not enough space to house vehicles within the current confined fenced parking area at the rear of the CUP building. This has forced CCFM to park vehicles outside the gated area, which has in part, led to the recent theft last year of catalytic converters from two of the County vehicles.

With the recent theft, growth of the department, and future growth in mind, CCFM is requesting their current enclosed and secure parking area for service vehicles and equipment be expanded, including added security fencing, installation of an automated vehicle gate, and an electronically secured man gate. This will provide a safe environment for Facilities service vehicles and employees. This contract will allow the purchase and installation of fencing and gates for this project.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on July 7, 2021. Bids were publically opened August 18, 2021. The County received three (3) bids: ASA Construction, \$499,068.00; R.L. Reimers Company; \$319,225.00; and CMH Remodeling LLC; \$415,000.00. It was determined that R.L. Reimers Company was the lowest responsive bidder.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Facilities Management and R.L. Reimers Company, for the Secure Parking Lot Expansion Project.

Respectfully submitted,

*Elizabeth Comfort*

Elizabeth Comfort, Director  
Finance

Placed on the Agenda of \_\_\_\_\_ by the Procurement








# BCC Memo- Secure Parking lot-RL Reimers (003)

Final Audit Report

2021-10-19

Created:	2021-10-19
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACH0g2zQ-LmLjSET5PvgotMo5ugcBptJx

## "BCC Memo- Secure Parking lot-RL Reimers (003)" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)  
2021-10-19 - 7:47:09 PM GMT - IP address: 73.25.146.220
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature  
2021-10-19 - 7:47:29 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)  
2021-10-19 - 7:56:37 PM GMT - IP address: 174.208.101.251
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)  
Signature Date: 2021-10-19 - 7:59:09 PM GMT - Time Source: server- IP address: 174.208.101.251
-  Agreement completed.  
2021-10-19 - 7:59:09 PM GMT





**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract # 4633

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **R.L. Reimers Co.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **BID# 2021-58 Secure Parking Lot Expansion**

**1. Contract Price, Contract Documents and Work.**

The Contractor, in consideration of the sum of **Three Hundred Nineteen Thousand Two Hundred Twenty-Five Dollars (\$319,225.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid adjusted for Alternates, as indicated in the accepted Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions (01/01/2020)
- Prevailing Wage Rates
- Plans, Specifications and Drawings

**2. Representatives.**

Contractor has named Ronald Reimers as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Marcus Gorton as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

**Project Executive:** Ronald Reimers shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

**Project Manager:** David Sampson shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Tony Davidson shall be the Contractor's on-site job superintendent throughout the project term.

**Project Engineer:** David Sampson shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

#### **4. Contract Dates.**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: November 30, 2021

FINAL COMPLETION DATE: April 30, 2022

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

#### **5. Insurance Certificates.**

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

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.

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.

**7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

**8. Counterparts.**

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**9. Integration.**

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**10. Compliance with Applicable Law.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

**11. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**In witness whereof,** Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

**R.L. Reimers Co.**  
**3939 Old Salem Road, Suite #200**  
**Albany, Oregon 97321**

Contractor CCB # 60891 Expiration Date: 7/12/2023

Oregon Business Registry # 118745-18 Entity Type: DBC

State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

R.L. Reimers Co.

Clackamas County



10/4/21  
Date

Authorized Signature

Chair


Date

Ronald Reimers / President

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

  
County Counsel

10/05/2021

Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

Table of Contents

**Section B-1**..... Notice of Public Improvement Contract Opportunity

**Section B-2**..... Instructions to Bidders

**Section B-3**..... Supplemental Instructions to Bidders

**Section B-4**..... Bid Bond

**Section B-5**..... Bid Form

**Section B-6**..... Public Improvement Contract

**Section B-7**..... Supplemental General Conditions

**Section B-8**..... General Conditions

**Section B-9**..... Performance Bond

**Section B-10**..... Payment Bond

**Section B-11**..... Project Information, Plans, Specifications and Drawings



**CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

**INVITATION TO BID #2021-58  
Secured Parking Lot Expansion  
July 7, 2021**

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **Secure Parking Lot Expansion** Project until **August 5, 2021, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

**DELIVER BIDS TO:** Clackamas County Procurement Division via email to [procurement@clackamas.us](mailto:procurement@clackamas.us)

Bidding Documents can be downloaded from OregonBuys at the following address:

<https://oregonbuys.gov/bs0/view/login/login.xhtml> Document No. S-C01010-00000136.

Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

Engineers Estimate: \$325,000.00

Contact Information

Procurement Process and Technical Questions: Tralee Whitley via email [TWhitley@clackamas.us](mailto:TWhitley@clackamas.us) .

A **Non-Mandatory Pre-Bid Conference** will be conducted on **July 13, 2021 at 8:00 AM**. Bidders shall meet with County representatives at the Central Utility Plant building, located at 1710 Red Soils Ct. in Oregon City for that purpose. Attendance will be documented through a sign-in sheet prepared by the County representative. Social distancing is encourage per any current State regulations.

Bids will be opened and publicly read aloud at the above Delivery address after the Bid Closing. Bid results will also be posted to the OregonBuys listing shortly after the opening.

**Prevailing Wage**

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Agreement:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021, as amended on July 1, 2021 which can be downloaded at the following web address:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)

The Work will take place in Clackamas County, Oregon.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.





## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

Clackamas County Local Contract Review Board Rules (“LCRB Rules”) govern this procurement process. LCRB Rules may be found at: <http://www.clackamas.us/code/documents/appendixc.pdf>. The Instructions to Bidders is applicable to the procurement process for Clackamas County, or any component unit thereof identified on the Notice of Public Improvement Contract Opportunity, herein after referred to as the “Owner.”

#### **Article 1. Scope of Work**

The work contemplated under this contract with the Owner, includes all labor, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all construction work in connection with the project described in the Project Manual which includes, but is not necessarily limited to, the Notice of Public Improvement Contract Opportunity, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Form, Bid Bond, Public Improvement Contract Form, Performance Bond, Payment Bond, Clackamas County General Conditions for Public Improvement Contracts (1/1/2020), Supplemental General Conditions, and Plans, Specifications and Drawings.

#### **Article 2. Examination of Site and Conditions**

Before making a Bid, the Bidder shall examine the site of the work and ascertain all the physical conditions in relation thereto. The Bidder shall also make a careful examination of the Project Manual including the plans, specifications, and drawings and other contract documents, and shall be fully informed as to the quality and quantity of materials and the sources of supply of the materials. Failure to take these steps will not release the successful Bidder from entering into the contract nor excuse the Bidder from performing the work in strict accordance with the terms of the contract at the

price established by the Bid.

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

#### **Article 3. Interpretation of Project Manual and Approval of Materials Equal to Those Provided in the Specifications**

If any Bidder contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or forms of contract documents, or detects discrepancies or omissions, such Bidder may submit to the Architect (read "Engineer" throughout in lieu of Architect as appropriate) a written request for an interpretation thereof at least ten (10) calendar days prior to the date set for the Bid Closing.

When a prospective Bidder seeks approval of a particular manufacturer's material, process or item of equal value, utility or merit other than that designated by the Architect in the Project Manual, the Bidder may submit to the Architect a written request for approval of such substitute at least ten (10) calendar days prior to the date set for the Bid Closing. The prospective Bidder submitting the request will be responsible for its prompt delivery.

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by

impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

Any interpretation of the Project Manual or approval of manufacturer's material will be made only by an Addendum duly issued. All Addenda will be posted to the OregonBuys listing and will become a part of the Project Manual. The Owner will not be responsible for any other explanation or interpretation of the Project Manual nor for any other approval of a particular manufacturer's process or item for any Bidder.

When the Architect approves a substitution by Addendum, it is with the understanding that the Contractor guarantees the substituted article or material to be equal or better than the one specified.

#### **Article 4. Security to Be Furnished by Each Bidder**

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner

reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

#### **Article 5. Execution of Bid Bond**

Should the Bidder elect to utilize a Bid bond as described in Article 4 in order to satisfy the Bid security requirements, such form must be completed in the following manner:

- A. Bid bonds must be executed on the County forms, which will be provided to all prospective Bidders by the Owner.
- B. The Bid bond shall be executed on behalf of a bonding company licensed to do business in the State of Oregon.
- C. In the case of a sole individual, the bond need only be executed as principal by the sole individual. In the case of a partnership, the bond must be executed by at least one of the partners. In the case of a corporation, the bond must be executed by stating the official name of the corporation under which is placed the signature of an officer authorized to sign on behalf of the corporation followed by such person's official capacity, such as president, etc. The corporation seal should then be affixed to the bond.
- D. The name of the surety must be stated in the execution over the signature of its duly authorized attorney-in-fact and accompanied by the seal of the surety corporation.

## **Article 6. Execution of the Bid Form**

Each Bid shall be made in accordance with: (i) the sample Bid Form accompanying these instructions; (ii) the appropriate signatures for a sole individual, partnership, corporation or limited liability corporation shall be added as noted in Article 5C above; (iii) numbers pertaining to base Bids shall be stated both in writing and in figures; and (iv) the Bidder's address shall be typed or printed.

The Bid Form relates to Bids on a specific Project Manual. Only the amounts and information asked for on the Bid Form furnished will be considered as the Bid. Each Bidder shall Bid upon the work exactly as specified and provided in the Bid Form. The Bidder shall include in the Bid a sum to cover the cost of all items contemplated by the Contract. The Bidder shall Bid upon all alternates that may be indicated on the Bid Form. When Bidding on an alternate for which there is no charge, the Bidder shall write the words "No Charge" in the space provided on the Bid Form. If one or more alternates are shown on the Bid Form, the Bidder shall indicate whether each is "add" or "deduct."

## **Article 7. Prohibition of Alterations to Bid**

Bids that are incomplete, or contain ambiguities or have differing conditions required by the Bidder, including requested changes or exceptions to the Public Improvement Contract form or other portions of the Project Manual, may be rejected in Owner's sole and absolute discretion.

## **Article 8. Submission of Bid**

Each Bid shall be sealed in an envelope, properly addressed to the Owner, showing on the outside of the envelope the name of the Bidder and the name of the project. Bids will be received at the time and place stated in the Notice of Public Improvement Contract Opportunity.

## **Article 9. Bid Closing and Opening of Bids**

All Bids must be received by the Owner at the place and time set for the Bid Closing. Any Bids received after the scheduled Bid Closing time for

receipt of Bids will be rejected.

At the time of opening and reading of Bids, each Bid received will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Bids.

Generally, Bid results will be posted to the Procurement Website within a couple hours of the opening.

## **Article 10. Acceptance or Rejection of Bids by Owner**

Unless all Bids are rejected, the Owner will award a contract based on the lowest responsive Bid from a responsible Bidder. If that Bidder does not execute the contract, it will be awarded to the next lowest responsible Bidder or Bidders in succession.

The Owner reserves the right to reject all Bids and to waive minor informalities. The procedures for contract awards shall be in compliance with the provisions of the LCRB Rules in effect at that time.

The Owner reserves the right to hold the Bid and Bid security of the three lowest Bidders for a period of thirty (30) calendar days from and after the time of Bid opening pending award of the contract. Following award of the contract the Bid security of the three lowest Bidders may be held twenty (20) calendar days pending execution of the contract. All other Bids will be rejected and Bid security will be returned.

In determining the lowest Bidder, the Owner reserves the right to take into consideration any or all authorized base Bids as well as alternates or combinations indicated in the Bid Form.

If no Bid has been accepted within thirty (30) calendar days after the opening of the Bids, each of the three lowest Bidders may withdraw the Bid submitted and request the return of the Bid security.

## **Article 11. Withdrawal of Bid**

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the

submission of another Bid by such Bidder prior to the time set for the Bid Closing.

After the time set for the Bid Closing, no Bidder will be permitted to withdraw its Bid within the time frames specified in Article 10 for award and execution, except as provided for in that Article.

#### **Article 12. Execution of Contract, Performance Bond and Payment Bond**

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after the completion of the award protest period. The Bidder is required to execute the contract forms as provided, including a performance bond and a payment bond from a surety company licensed to do surety business in the State of Oregon, within seven (7) calendar days after receipt of the contract forms. The contract forms shall be delivered to the Owner in the number called for and to the location as instructed by the Owner.

#### **Article 13. Recyclable Products**

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

#### **Article 14. Clarification or Protest of the Solicitation Document or Specifications**

Any request for clarification or protest of the solicitation document or specifications must be submitted in the manner provided for in the applicable section of the LCRB Rules to the Procurement Representative referenced in the Notice of Public Improvement Contract Opportunity.

A protest of the Solicitation Document must be received within seven (7) business days of the issuance of the Bid or within three (3) business days of issuance of an addendum.

Requests for clarification may be submitted no less than five (5) business days prior to the Bid Closing Date.

#### **Article 15. Protest of Intent to Award**

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

#### **Article 16. Disclosure of First-Tier Subcontractors**

Within two (2) working hours after the Bid Closing, all Bidders shall submit to the County a disclosure form identifying any first-tier subcontractors (those entities that would be contracting directly with the prime contractor) that will be furnishing labor and materials on the contract, if awarded, whose subcontract value would be equal to or greater than: (a) Five percent (5%) of the total contract price, but at least \$15,000; or (b) \$350,000, regardless of the percentage of the total contract price.

Disclosures may be submitted with the Bid or may be hand delivered to the Bid Closing address or emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**Project Name BID#2021-58 Secure Parking Lot Expansion**

**The following modify the Clackamas County “Instructions to Bidders” for this Project. Where a portion of the Instructions to Bidders has been modified by these Supplemental Instructions to Bidders, the unaltered portions shall remain in effect.**

- 1. Non-Mandatory Pre-Bid Conference** will be conducted on **July 13, 2021 at 8:00 AM**. Bidders shall meet with County representatives at the Central Utility Plant building, located at 1710 Red Soils Ct. in Oregon City for that purpose. Attendance will be documented through a sign-in sheet prepared by the County representative. Social distancing is encouraged per State regulations.
- 2. Submission of Bids by email:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date **2:00 p.m. Pacific Time, August 5, 2021.** The Bid must be emailed to the following address: **[Procurement@clackamas.us](mailto:Procurement@clackamas.us)**. **The email subject line must read “Bid for #2021-58 Secure Parking Lot Expansion title.”** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion.  
**Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:**

**\*\*\*ZOOM LINK\*\*\***

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/84786478715>

Meeting ID: 847 8647 8715

One tap mobile

+13462487799,,84786478715# US (Houston)

+14086380968,,84786478715# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington DC) Meeting ID: 847 8647 8715 Find your local number:  
<https://clackamascounty.zoom.us/j/kckz5TZrSi>

\*\*The Apparent Low bid results will be posted to the projects OPRIN listing as soon as possible following the bid opening.

- 3. Good Faith Effort:** Clackamas County encourages participation in contracts by Historically Underrepresented Businesses. “Historically Underrepresented Businesses” are State of Oregon-certified and self-identified minority, women and emerging small business as well as firms that are certified federally or by another state or entity with substantially similar requirements as the State of Oregon.

Bidders must perform Good Faith Effort (defined below) and submit **Form 1 and Form 2** for the Bidders Bid to be considered responsive. **Form 1 and Form 2** must be submitted within **two (2) hours** after the Closing Date and Time. Form 1 and Form 2 may be submitted by hand delivery to the location the Bid was due or may email the completed Forms to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). “Good Faith Effort” is a requirement of a prime contractor to reach out to at least three Historically Underrepresented Business Subcontractors for each division of work that will be subcontracted out and to complete the required forms. If fewer than three Historically Underrepresented Business Subcontractors are reasonably available for a particular division of work, the Bidder must specifically note the reason for there being fewer than three contacts. The outreach should be performed with sufficient time to give the subcontractors at least 5 calendar days to respond to the opportunity. Form 3, which documents the actual amount of subcontractors on the project, must be submitted with the project final pay application. Compliance with the Good Faith Effort and submission of Forms 1, 2 and 3 is a contractual requirement for final payment.

The sufficiency of the documentation or the performance of Good Faith Effort shall be in the sole and absolute determination of Clackamas County. Only those Bidders that Clackamas County has determined have not sufficiently performed Good Faith Effort shall have protest rights of the determination for such Bidder. No Bidder shall have protest rights of the sufficiency of any other Bidder completing Good Faith Effort.



**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: BID# 2021-58 Secure Parking Lot Expansion**

19th  
**BID OPENING: August 3, 2021, 2:00 PM, Pacific Time**

**Failure to submit this Form by the disclosure deadline will result in a nonresponsive bid.**

**INSTRUCTIONS:**

This First-Tier Subcontractor Disclosure Form ("Form") must be submitted and received at the location specified in the Notice of Public Improvement Contract Opportunity on the advertised Bid Closing, and within two working hours after the advertised Bid Closing Time.

The Form may be mailed, hand-delivered or emailed to: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). It is the responsibility of Bidders to submit this Form and any additional sheets with the Project name clearly marked on the envelope or the subject line of the email.

Subcontractor lists may be submitted with the bid in the same envelope or email at the Bid Closing date and time. Subcontractor lists **MUST** be submitted within **two (2) hours** of the Bid Closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. **ATTACH ADDITIONAL SHEETS IF NECESSARY.**

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	<u>None</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Firm Name: R.L. Reimers Company

Bidder Signature: *R L - Ronald Reimers* Phone # 541-926-7766

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST  
(FORM 1)**

Prime Contractor Name: R.L. Reimers Company

Total Contract Amount:

Project Name: BID#2021-58 Secure Parking Lot Expansion

**PRIME SELF-PERFORMING:** Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

<u>DOW BIDDER WILL SELF-PERFORM (GFE not required)</u>	
Excavation	
Concrete	
Fencing	
Trucking	

**PRIME CONTRACTOR SHALL DISCLOSE AND LIST ALL SUBCONTRACTORS**, including those Minority-owned, Woman-owned, and Emerging Small Businesses ("M/W/ESB") that you intend to use on the project. Hand delivery to Procurement, 2051 Kaen Road, Oregon City, OR 97045 or email to [procurement@clackamas.us](mailto:procurement@clackamas.us) within 2 hours of the BID/Quote Closing Date/Time

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors	<b>DOLLAR AMOUNT OF SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name S-2 Contractors Address 6860 Sanderson Rd City/St/Zip Aurora Or 97002 Phone# 503 654 4000 OCCB# 67253	Painting	8,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name S & S Address PO Box 1789 City/St/Zip McMinnville Or 97128 Phone# 971-241-7475 OCCB# 189180	Electrical/ Controls	10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd**

Prime Contractor Name:

Total Contract Amount:

Project Name: **BID#2021-58 Secure Parking Lot Expansion**

<b>LIST ALL SUBCONTRACTORS BELOW</b> Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names)	<b>Division of Work</b> (Painting, electrical, landscaping, etc.) List <b>ALL</b> DOW performed by Subcontractors	<b>DOLLAR                      AMOUNT OF                      SUBCONTRACT</b>	If Certified or self-reporting MBE/WBE/ESB Subcontractor  Check box <input checked="" type="checkbox"/>		
			MBE	WBE	ESB
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name Address City/St/Zip Phone# OCCB#			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: R.L. Reimers Company  
Project: BID#2021-58 Secure Parking Lot Expansion

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Alamo Paving	Paving	8/12/2021	8/16/2021	Matthew Weaver	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
All City Paving	Paving	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Heffner Paving	Paving	8/12/2021	8/16/2021	<i>Kayla Heffner</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
T1 Construction	Paving	8/12/2021	8/16/2021	Tim Beltz	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Umpqua Valley Asphalt	Paving	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Affordable Electric	Electrical	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
US West Corporation	Electrical	8/12/2021	8/16/2021	Brandon Everett	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: R.L. Reimers Company  
Project: BID#2021-58 Secure Parking Lot Expansion

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
LaLonde Electric	Electrical	8/12/2021	8/16/2021	Bruce La Londe	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Wirenut Enterprises	Electrical	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
M2 Integration	Electrical	8/12/2021	8/16/2021	Joe Behrman	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
McDermott Fence & Construction	Fence	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Horizon Fence	Fence	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
CG Fence	Fence	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Doherty Fence	Fence	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
M/W/ESB CONTACT / BIDS RECEIVED LOG  
(FORM 2)**

Prime Contractor: R.L. Reimers Company  
Project: BID#2021-58 Secure Parking Lot Expansion

Prime Contractor must contact or endeavor to contact at least 3 M/W/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with M/W/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

NAME OF M/W/ESB SUBCONTRACTOR	Divisions of Work (Painting, electrical, landscaping, etc.)	Date Solicitation Letter / Fax Sent	PHONE CONTACT		BID ACTIVITY Check Yes or No			REJECTED BIDS (if bid received & not used)		Notes
			Date of Call	Person Receiving Call	Will Bid	Bid Received	Bid Used	Bid Amount	Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>)	
Sandrod Fencing	Fencing	8/12/2021	8/16/2021	No Answer	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: BID#2021-58 Secure Parking Lot Expansion

We, R.L. Reimers Co., as "Principal,"
(Name of Principal)

and The Hanover Insurance Company, an New Hampshire Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto Clackamas County ("Obligee") the sum of (\$ 10% )
ten percent of amount bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2021-58) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 19th day of August, 2021.

Principal: R.L. Reimers Co.

Surety: The Hanover Insurance Company

By: [Signature]
Signature
Ron Reimers, President

By: [Signature]
By: Attorney-In-Fact
Todd Brem

Official Capacity

Name

Attest: [Signature]
Corporation Secretary

13810 SW 31st Ct.
Address

Beaverton, OR 97008

City State Zip

503-671-9172 503-671-9172

Phone Fax

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Todd Brem and/or Carol Brem

of **Beaverton, OR** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **6th** day of **September 2013**.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*

Robert Thomas, Vice President

*Joe Brenstrom*

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **6th** day of **September 2013** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of August 2021.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Pete*

J. Michael Pete, Vice President



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: BID# 2021-58 Secure Parking Lot Expansion  
BID CLOSING: August 5, 2021, 2:00 PM, Pacific Time  
BID OPENING: August 5, 2021, 2:05 PM, Pacific Time

FROM: **R.L. Reimers Company**

*Bidder's Name (must be full legal name, not ABN/DBA)*

TO: Clackamas County  
Procurement Division – [procurement@clackamas.us](mailto:procurement@clackamas.us)

1. Bidder is (check one of the following and insert information requested):

a. An individual; or

b. A partnership registered under the laws of the State of \_\_\_\_\_; or

c. A corporation organized under the laws of the State of Oregon; or

d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

and authorized to do business in the State of Oregon hereby proposes to furnish all material and labor and perform all work hereinafter indicated for the above project in strict accordance with the Contract Documents for the Basic Bid as follows:

Three hundred fifteen thousand two hundred twenty five dollars 00/100 Dollars (\$ 319,225<sup>00</sup>)

and the Undersigned agrees to be bound by the following documents:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form

• ADDENDA numbered 1 through 1, inclusive (fill in blanks)

\*Along with Clarifying Questions 1 & 2

2. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items of work relating to the following Alternate(s) as designated in the Specifications:

ALTERNATE #1: EAST STAIRWAY

ADD or DEDUCT: \$ 18,000<sup>00</sup>

3. The Undersigned proposes to add to or deduct from the Base Bid indicated above the items or work relating to the following Unit Price(s) as designated in the Specifications, for which any adjustments in the Contract amount will be made in accordance with project specifications: **Provide the attached Bid Schedule with Bid.**

4. The work shall be completed within the time stipulated and specified in the contract documents.

5. Accompanying herewith is Bid Security which is equal to ten percent (10%) of the total amount of the Basic Bid, plus the total sum of all Alternatives (if any).

6. The Undersigned agrees, if awarded the Contract, to execute and deliver to Clackamas County, within twenty (20) calendar days after receiving the Contract forms, a Contract Form, and a satisfactory Performance Bond and Payment Bond each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided by the Owner. The surety requested to issue the Performance Bond and Payment Bond will be:

## The Hanover Insurance Company

*(name of surety company - not insurance agency)*

The Undersigned hereby authorizes said surety company to disclose any information to the Owner concerning the Undersigned's ability to supply a Performance Bond and Payment Bond each in the amount of the Contract.

7. The Undersigned further agrees that the Bid Security accompanying the Bid is left in escrow with Clackamas County; that the amount thereof is the measure of liquidated damages which the Owner will sustain by the failure of the Undersigned to execute and deliver the above-named Contract Form, Performance Bond and Payment Bond, each as published, and that if the Undersigned defaults in either executing the Contract Form or providing the Performance Bond and Payment Bond within twenty (20) calendar days after receiving the Contract forms, then the Bid Security shall become the property of the Owner at the Owner's option; but if the Bid is not accepted within thirty (30) calendar days of the time set for the opening of the Bids, or if the Undersigned executes and timely delivers said Contract Form, Performance Bond and Payment Bond, the Bid Security shall be returned.

8. The Undersigned certifies that: (i) This Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit independent bidding or competition; and (ii) the contents of the Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any Bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bid.

9. The undersigned  HAS,  HAS NOT (check one) paid unemployment or income taxes in

Oregon within the past 12 months and  DOES,  DOES NOT (*check one*) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 60891. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF \_\_\_\_\_, Policy No. 812835, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

Project Executive:	<u>Ronald Reimers</u>	Cell Phone:	<u>541-979-7729</u>
Project Manager:	<u>David Sampson</u>	Cell Phone:	<u>503-890-8100</u>
Job Superintendent:	<u>Tony Davidson</u>	Cell Phone:	<u>503-318-3634</u>
Project Engineer:	<u>David Sampson</u>	Cell Phone:	<u>503-890-8100</u>

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

**REMINDER:** Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM	<u>R.L. Reimers Company</u>
ADDRESS	<u>3939 Old Salem Rd, Suite 200</u>
	<u>Albany, OR 97321</u>
TELEPHONE NO	<u>541-926-7766</u>
EMAIL	<u>david@rlreimers.com</u>

SIGNATURE 1)

\_\_\_\_\_  
Sole Individual

or 2)

\_\_\_\_\_  
Partner

or 3)

*RD - Ronald Reiners, President*  
Authorized Officer or Employee of Corporation

\*\*\*\*\* *END OF BID* \*\*\*\*\*



**BID#2021-58 Secure Parking Lot Expansion**

**BID SCHEDULE**

Contract award will be made off the base bid. It will be the County's sole discretion to include the Add Alternate item in the final contract with the awarded contractor.

BUILDING: CENTRAL UTILITY PLANT, 1710 RED SOILS COURT Suite 200, OREGON CITY, OR 97045					
No.	Item	Quantity	Unit of Measure	Lump Sum Price Figures	Total Amount Quantity x Unit Price
1	Mobilization	1	LS	30,000	30,000
2	Labor	1	LS	130,000	130,000
2	Materials	1	LS	159,225	159,225
<b>TOTAL BASE BID SECURED PARKING LOT EXPANSION</b>					<b>\$ 319,225.<sup>00</sup></b>

BUILDING: CENTRAL UTILITY PLANT, 1710 RED SOILS COURT suite 200, OREGON CITY, OR 97045					
No.	Item	Quantity	Unit of Measure	Lump Sum Price Figures	Total Amount Quantity x Unit Price
1	ADDITIVE ALTERNATE: EAST STAIRWAY	1	LS	18,000	18,000
<b>TOTAL ALTERNATE BID:</b>					<b>\$ 18,000</b>



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
SUPPLEMENTAL GENERAL CONDITIONS**

**PROJECT: BID# 2021-58 Secure Parking Lot Expansion**

**The following modifies the January 1, 2020 Clackamas County General Conditions for Public Improvement Contracts (“County General Conditions”) for this Contract. Except as modified below, all other terms and conditions of the County General Conditions shall remain in effect.**

**Good Faith Effort**

As a condition of Contractor being awarded a Contract for this Project, Contractor must complete Good Faith Effort outreach and documentation as described in the Supplemental Instructions to Bidders of the Solicitation Document.

The Contractor may not change who is performing each Division of Work identified in Form 1 of the Good Faith Effort without the express written advance approval of Owner. This includes substituting identified subcontractors, self-performance of a Division of Work that was identified to be performed by a subcontractor, or the Contractor subcontracting a Division of Work that was identified to be self-performed by the Contractor.

Contractor shall be required to submit the completed Form 3 with its final pay application as a condition of final payment.



# CLACKAMAS COUNTY GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS January 1, 2020

INSTRUCTIONS: The attached Clackamas County General Conditions for Public Improvement Contracts ("County General Conditions") apply to all designated Public Improvement contracts. Changes to the County General Conditions (including any additions, deletions or substitutions) should only be made by attaching Public Improvement Supplemental General Conditions. The text of these County General Conditions should not otherwise be altered.

## TABLE OF SECTIONS

### **SECTION A - GENERAL PROVISIONS**

- A.1 DEFINITION OF TERMS
- A.2 SCOPE OF WORK
- A.3 INTERPRETATION OF CONTRACT DOCUMENTS
- A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT
- A.5 INDEPENDENT CONTRACTOR STATUS
- A.6 RETIREMENT SYSTEM STATUS AND TAXES
- A.7 GOVERNMENT EMPLOYMENT STATUS

### **SECTION B - ADMINISTRATION OF THE CONTRACT**

- B.1 OWNER'S ADMINISTRATION OF THE CONTRACT
- B.2 CONTRACTOR'S MEANS AND METHODS
- B.3 MATERIALS AND WORKMANSHIP
- B.4 PERMITS
- B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS
- B.6 SUPERINTENDENCE
- B.7 INSPECTION
- B.8 SEVERABILITY
- B.9 ACCESS TO RECORDS
- B.10 WAIVER
- B.11 SUBCONTRACTS AND ASSIGNMENT
- B.12 SUCCESSORS IN INTEREST
- B.13 OWNER'S RIGHT TO DO WORK
- B.14 OTHER CONTRACTS
- B.15 GOVERNING LAW
- B.16 LITIGATION
- B.17 ALLOWANCES
- B.18 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- B.19 SUBSTITUTIONS
- B.20 USE OF PLANS AND SPECIFICATIONS
- B.21 FUNDS AVAILABLE AND AUTHORIZED
- B.22 NO THIRD PARTY BENEFICIARIES

### **SECTION C - WAGES AND LABOR**

- C.1 MINIMUM WAGES RATES ON PUBLIC WORKS
- C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS, ADDITIONAL RETAINAGE
- C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS
- C.4 PAYMENT FOR MEDICAL CARE
- C.5 HOURS OF LABOR

### **SECTION D - CHANGES IN THE WORK**

- D.1 CHANGES IN THE WORK
- D.2 DELAYS
- D.3 CLAIMS REVIEW PROCESS

### **SECTION E - PAYMENTS**

- E.1 SCHEDULE OF VALUES
- E.2 APPLICATIONS FOR PAYMENT

- E.3 PAYROLL CERTIFICATION REQUIREMENT
- E.4 DUAL PAYMENT SOURCES
- E.5 RETAINAGE
- E.6 FINAL PAYMENT

### **SECTION F - PROJECT SITE CONDITIONS**

- F.1 USE OF PREMISES
- F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC
- F.3 CUTTING AND PATCHING
- F.4 CLEANING UP
- F.5 ENVIRONMENTAL CONTAMINATION
- F.6 ENVIRONMENTAL CLEAN-UP

### **SECTION G - INDEMNITY, BONDING AND INSURANCE**

- G.1 RESPONSIBILITY FOR DAMAGES/INDEMNITY
- G.2 PERFORMANCE AND PAYMENT SECURITY, PUBLIC WORKS BOND
- G.3 INSURANCE

### **SECTION H - SCHEDULE OF WORK**

- H.1 CONTRACT PERIOD
- H.2 SCHEDULE
- H.3 PARTIAL OCCUPANCY OR USE

### **SECTION I - CORRECTION OF WORK**

- I.1 CORRECTIONS OF WORK BEFORE FINAL PAYMENT
- I.2 WARRANTY WORK

### **SECTION J - SUSPENSION AND/OR TERMINATION OF THE WORK**

- J.1 OWNER'S RIGHT TO SUSPEND THE WORK
- J.2 CONTRACTOR'S RESPONSIBILITIES
- J.3 COMPENSATION FOR SUSPENSION
- J.4 OWNER'S RIGHT TO TERMINATE CONTRACT
- J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE
- J.6 ACTION UPON TERMINATION

### **SECTION K - CONTRACT CLOSE-OUT**

- K.1 RECORD DOCUMENTS
- K.2 OPERATION AND MAINTENANCE MANUALS
- K.3 COMPLETION NOTICES
- K.4 TRAINING
- K.5 EXTRA MATERIALS
- K.6 ENVIRONMENTAL CLEAN-UP
- K.7 CERTIFICATE OF OCCUPANCY
- K.8 OTHER CONTRACTOR RESPONSIBILITIES
- K.9 SURVIVAL

**CLACKAMAS COUNTY GENERAL CONDITIONS  
FOR PUBLIC IMPROVEMENT CONTRACTS  
("County General Conditions")**

**SECTION A  
GENERAL PROVISIONS**

**A.1 DEFINITION OF TERMS**

In the Contract Documents the following terms shall be as defined below:

**APPLICABLE LAWS**, means all federal, state and local laws, codes, rules, regulations and ordinances, as amended applicable to the Work, to the Contract, or to the parties individually.

**APPROVED BY CONTRACTING AGENCY**, for purposes of ORS 279C.570(2), means the date a progress payment is approved by the Clackamas County Treasurer's office.

**ARCHITECT/ENGINEER**, means the Person appointed by the Owner to make drawings and specifications and, to provide contract administration of the Work contemplated by the Contract to the extent provided herein or by supplemental instruction of Owner (under which Owner may delegate responsibilities to the Architect/Engineer), in accordance with ORS Chapter 671 (Architects) or ORS Chapter 672 (Engineers) and administrative rules adopted thereunder.

**AVOIDABLE DELAYS**, mean any delays other than Unavoidable Delays, and include delays that otherwise would be considered Unavoidable Delays but that: (a) Could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors; (b) Affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract Time; (c) Do not impact activities on the accepted critical path schedule; and (d) Are associated with the reasonable interference of other contractors employed by the Owner that do not necessarily prevent the completion of the whole Work within the Contract Time.

**BIDDER**, means a bidder in connection with Instructions to Bidders or a proposer in connection with a Request for Proposals, or Solicitation Document. May also be referenced as "Offeror," "Quoter" or "Proposer" based on the type of Solicitation Document.

**CHANGE ORDER**, means a written order which, when fully executed by the Parties to the Contract, constitutes a change to the Contract Documents. Change Orders shall be issued in accordance with the changes provisions in Section D and, if applicable, establish a Contract Price or Contract Time adjustment. A Change Order shall not be effective until executed by both parties.

**CLAIM**, means a demand by Contractor pursuant to Section D.3 for review of the denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in these County General Conditions.

**CONTRACT**, means the written agreement between the Owner and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

**CONTRACT DOCUMENTS**, means the Contract, County General Conditions, Supplemental General Conditions if any, Plans, Specifications, the accepted Offer, Solicitation Document and addenda thereto, Instructions to Offerors, and Supplemental Instructions to Offerors.

**CONTRACT PERIOD**, as set forth in the Contract Documents, means the total period of time beginning with the full execution of a Contract

and, if applicable, the issuance of a Notice to Proceed and concluding upon Final Completion.

**CONTRACT PRICE**, means the total price reflected in the Contract.

**CONTRACT TIME**, means any incremental period of time allowed under the Contract to complete any portion of the Work as reflected in the Project schedule.

**CONTRACTOR**, means the Person awarded the Contract for the Work contemplated.

**DAYS**, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

**DEFECTIVE WORK**, means Work that is not completed in accordance with the Specifications or the requirements of the Contract.

**DIRECT COSTS**, means, unless otherwise provided in the Contract Documents: the cost of materials, including sales tax and the cost of delivery; cost of labor which shall only include the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee) rate plus a maximum of a twelve percent (12%) markup on the prevailing wage (but not the fringe benefit) to cover Contractor's labor burden including but not limited to social security, Medicare, unemployment insurance, workers' compensation insurance, sick leave pay; substantiated Project cost increases for specific insurance (including, without limitation, Builder's Risk Insurance and Builder's Risk Installation Floater) or bond premiums; rental cost of equipment, and machinery required for execution of the Work; and the additional costs of field personnel directly attributable to the Work; travel expense reimbursement only if specifically authorized and only to the extent allowable under the County Contractor Travel Reimbursement Policy, hereby incorporated by reference.

**FINAL COMPLETION**, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any.

**FORCE MAJEURE**, means an act, event or occurrence caused by fire, riot, war, acts of God, terrorism, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to the Contract who is asserting Force Majeure.

**NOTICE TO PROCEED**, means the official written notice from the Owner stating that the Contractor is to proceed with the Work defined in the Contract Documents.

**OFFER**, means a bid in connection with Instructions to Bidders or a proposal in connection with a Request for Proposals, or Solicitation Document to do the work stated in the Solicitation Document at the price quoted. May also be referenced as "Bid," "Quote," or "Proposal" based on the type of Solicitation Document.

**OVERHEAD**, means those items which may be included in the Contractor's markup (general and administrative expense and profit) and that shall not be charged as Direct Cost of the Work, including without limitation such Overhead expenses as wages or salary of personnel above the level of foreman (i.e., superintendents and project managers), labor rates and fringe benefits above the applicable prevailing wage and fringe benefit (if applicable, and if paid to or on behalf of the employee), Contractor's labor burden for fringe benefit if paid to the employee, expenses of Contractor's offices and supplies at the Project Site (e.g. job trailer) and at Contractor's principal place of business and including expenses of personnel staffing the Project Site office and Contractor's principal place of business, and Commercial General Liability Insurance and Automobile Liability Insurance.

**OWNER**, means, Clackamas County or any component unit thereof including Clackamas County Development Agency, Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County, Tri-City Service District, Water Environment Services, North Clackamas Parks and Recreation District, Clackamas County Extension & 4-H Service District, Library Service District of Clackamas County, Enhanced Law Enforcement District, and Clackamas County Service District No. 5. Owner may elect, by written notice to Contractor, to delegate certain duties to more than one agent, including without limitation, to an Architect/Engineer. However, nothing in these County General Conditions is intended to abrogate the separate design professional responsibilities of Architects under ORS Chapter 671 or of Engineers under ORS Chapter 672.

**PERSON**, means a natural person or entity doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, a nonprofit, a trust, or any other entity possessing the legal capacity to contract.

**PLANS**, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

**PRODUCT DATA**, means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**PROJECT**, means the total undertaking to be accomplished for Owner by architects/engineers, contractors, and other others, including planning, study, design, construction, testing, commissioning, start-up, of which the Work to be performed under the Contract Documents is a part.

**PROJECT SITE**, means the specific real property on which the Work is to be performed, including designated contiguous staging areas, that is identified in the Plans, Specifications and Drawings.

**PUNCH LIST**, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

**RECORD DOCUMENT**, means the as-built Plans, Specifications, testing and inspection records, product data, samples, manufacturer and distributor/supplier warranties evidencing transfer of ownership to Owner, operational and maintenance manuals, shop drawings, correspondence, certificate(s) of occupancy, and other documents listed in Subsection B.9.1 of these County General Conditions, recording all Services performed.

**SAMPLES**, means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**SHOP DRAWINGS**, means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any subsubcontractor), manufacturer, supplier, or distributor to illustrate some portion of the Work.

**SOLICITATION DOCUMENT**, means an Invitation to Bid, Request for Proposals, Request for Quotes, or other written document issued by Owner that outlines the required Specifications necessary to submit an Offer.

**SPECIFICATION**, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item included in the Solicitation Document. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the

Work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

**SUBCONTRACTOR**, means a Person having a direct contract with the Contractor, or another Subcontractor of any tier, to perform one or more items of the Work.

**SUBSTANTIAL COMPLETION**, means the date when the Owner accepts in writing the construction, alteration or repair constituting the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. Substantial Completion of facilities with operating systems occurs only after thirty (30) continuous Days of successful, trouble-free operation of the operating systems as provided in Section K.3.2.

**SUBSTITUTIONS**, means items that in function, performance, reliability, quality, and general configuration are the same or better than the product(s) specified. Substitutions also means the performance of the Work by a labor force other than what is submitted in the Offer.

**SUPPLEMENTAL GENERAL CONDITIONS**, means those conditions that remove from, add to, or modify these County General Conditions. Public Improvement Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract.

**UNAVOIDABLE DELAYS**, mean delays other than Avoidable Delays that are: (a) to the extent caused by any actions of the Owner, or any other employee or agent of the Owner, or by a separate contractor employed by the Owner; (b) to the extent caused by any Project Site conditions which differ materially from the conditions that would normally be expected to exist and inherent to the construction activities defined in the Contract Documents; or (c) to the extent caused by Force Majeure acts, or events or occurrences.

**WORK**, means the furnishing of all materials, equipment, labor, transportation, services, incidentals, those permits and regulatory approvals not provided by the owner necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents for the Project.

## **A.2 SCOPE OF WORK**

The Work contemplated under the Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

## **A.3 INTERPRETATION OF CONTRACT DOCUMENTS**

A.3.1 Unless otherwise specifically defined in the Contract Documents, words which have well-known technical meanings or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following descending order of precedence:

- (a) The Contract and any amendments thereto, including Change Orders, with those of later date having precedence over those of an earlier date;
- (b) The Supplemental General Conditions;
- (c) County General Conditions;
- (d) Plans and Specifications;
- (e) The Solicitation Document, and any addenda thereto.

A.3.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner's interpretation in writing as determined in Owners sole discretion.

A.3.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner. Matters concerning and interpretation of requirements of the Contract Documents will be decided by the Owner in the Owner's sole discretion, who may delegate that duty in some instances to the Architect/Engineer. Responses to Contractor's requests for interpretation of Contract Documents will be made in writing by Owner (or the Architect/Engineer) within any time limits agreed upon or otherwise with reasonable promptness. Contractor shall not proceed without direction in writing from the Owner (or Architect/Engineer).

A.3.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project Site is located on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

#### **A.4 EXAMINATION OF PLANS, SPECIFICATIONS, AND PROJECT SITE**

A.4.1 It is understood that the Contractor, before submitting an Offer, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner, or with the Architect/Engineer either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. Contractor shall at all times be responsible for all utility locates regardless of the ownership of such utility infrastructure or service.

A.4.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the Owner and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.

A.4.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the Owner, including without limitation, any nonconformity with Applicable Laws.

A.4.4 If the Contractor believes that adjustments to cost or Contract Time are involved because of clarifications or instructions issued by the Owner (or Architect/Engineer) in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt by Contractor of the clarifications or instructions issued. If the Owner denies Contractor's request for additional compensation, additional Contract Time, or other relief

that Contractor believes results from the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.4.1 to A.4.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

A.4.5 If the Contractor believes that adjustments to cost or Contract Time are involved because of an Unavoidable Delay caused by differing Project Site conditions, the Contractor shall notify the Owner immediately of differing Project Site conditions before the area has been disturbed. The Owner will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If Contractor and the Owner agrees that a differing Project Site condition exists, any adjustment to compensation or Contract Time will be determined based on the process set forth in Section D.2.2 for adjustments to or deletions from Work. If the Owner disagrees that a differing Project Site condition exists and denies Contractor's request for additional compensation or Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

#### **A.5 INDEPENDENT CONTRACTOR STATUS**

The service or services to be performed under the Contract are those of an independent contractor as defined in ORS 670.600. Contractor represents and warrants that it is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

#### **A.6 RETIREMENT SYSTEM STATUS AND TAXES**

Contractor represents and warrants that it is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under the Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, Owner will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations.

#### **A.7 GOVERNMENT EMPLOYMENT STATUS**

A.7.1 If this payment is to be charged against federal funds, Contractor represents and warrants that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

### **SECTION B ADMINISTRATION OF THE CONTRACT**

#### **B.1 OWNER'S ADMINISTRATION OF THE CONTRACT**

B.1.1 The Owner shall administer the Contract as described in the Contract Documents throughout the term of the Contract, including the one-year period for correction of Work. The Owner will act as provided in the Contract Documents, unless modified in writing in accordance with other provisions of the Contract. In performing these tasks, the Owner may rely on the Architect/Engineer or other agents to perform some or all of these tasks.

B.1.2 The Owner may visit the Project Site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Owner will not



make exhaustive or continuous on-Project Site inspections to check the quality or quantity of the Work. Unless otherwise required in a Change Order, the Owner will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

B.1.3 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the Owner and Contractor shall communicate with each other within a reasonable time frame about matters arising out of or relating to the Contract. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

B.1.4 Based upon the Architect/Engineer's evaluations of the Contractor's Application for Payment, or unless otherwise stipulated by the Owner, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

## **B.2 CONTRACTOR'S MEANS AND METHODS; MITIGATION OF IMPACTS**

B.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Project Site safety thereof and, except as stated below, shall be fully and solely responsible for the Project Site safety of such means, methods, techniques, sequences or procedures.

B.2.2 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.2.3 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, agents, and Subcontractors on the Project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

## **B.3 MATERIALS AND WORKMANSHIP**

B.3.1 The intent of the Contract Documents is to provide for the construction and completion of every detail of the Work described. All Work shall be performed in a professional manner and, unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.

B.3.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's sole expense and within a reasonable time frame.

B.3.3 Work done and materials furnished may be subject to inspection and/or observation and testing by the Owner to determine if they conform to the Contract Documents. Inspection of the Work by the Owner does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.3.4 Contractor shall furnish adequate facilities, as required, for the Owner to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.

B.3.5 The Contractor shall furnish Samples of materials for testing by the Owner and include the cost of the Samples in the Contract Price.

## **B.4 PERMITS**

Contractor shall obtain and pay for all necessary permits, licenses and fees, except for those specifically excluded in the Supplemental General Conditions, as required for the project. Contractor shall be responsible for all violations of the law. Contractor shall give all requisite notices to public authorities.

## **B.5 COMPLIANCE WITH GOVERNMENT REGULATIONS**

B.5.1 Contractor shall comply with Applicable Laws, as amended pertaining to the Work and the Contract. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following, as applicable and as may be amended from time to time: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; (v) ORS Chapter 659A; as amended; (vi) all regulations and administrative rules established pursuant to any applicable laws; and (vii) all other applicable requirements of federal, state, county or other local government entity statutes, rules and regulations.

B.5.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and

(a) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises, as those terms are defined in ORS 200.005, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in the awarding of subcontracts.

(b) Contractor shall maintain, in current and valid form, all licenses and certificates required by Applicable Laws or the Contract when performing the Work.

B.5.3 Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.021 at the time they submit their bids to the Contractor.

B.5.4 Contractor shall certify that each landscape contracting business, as defined in ORS 671.520(2), performing Work under the Contract holds a valid landscape construction professional license issued pursuant to ORS 671.560.

B.5.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (877) 668-4001.

B.5.6 Failure to comply with any or all of the requirements of B.5.1 through B.5.5 shall be a material breach of Contract and constitute

grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.5.7 The Contractor shall include in each subcontract those provisions required under ORS 279C.580.

B.5.8 Contractor shall comply with ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

## **B.6 SUPERINTENDENCE**

Contractor shall keep on the Project Site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the Project Site. Directions given to the superintendent by the Owner shall be confirmed in writing to the Contractor.

## **B.7 INSPECTION**

B.7.1 Owner shall have access to the Work at all times.

B.7.2 Inspection of the Work will be made by the Owner at its discretion. The Owner will have authority to reject Work that does not conform to the Contract Documents in the Owner's sole discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner, shall be removed and replaced at the Contractor's expense.

B.7.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by Applicable Laws or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

B.7.4 As required by the Contract Documents, Work done or material used without required inspection or testing and/or without providing timely notice to the Owner may be ordered removed at the Contractor's expense.

B.7.5 If directed to do so by Owner or other permitting authority any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without required testing or inspection or sufficient notice to the Owner, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner, the uncovering and restoration will be paid for pursuant to a Change Order.

B.7.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Owner's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.

B.7.7 In Owner's sole discretion, it may authorize other interested parties to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner.

## **B.8 SUBCONTRACTS AND ASSIGNMENT**

B.8.1 Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound by the terms and conditions of these General Conditions and Supplemental General Conditions, and to assume toward the Contractor all of the obligations and responsibilities which the Contractor assumes toward the Owner thereunder, unless (1) the same are clearly inapplicable to the subcontract at issue because of legal requirements or industry practices, or (2) specific exceptions are requested by Contractor and approved in writing by Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors at any level.

B.8.2 At Owner's request, Contractor shall submit to Owner prior to their execution either Contractor's form of subcontract, or the subcontract to be executed with any particular Subcontractor. If Owner disapproves such form, Contractor shall not execute the form until the matters disapproved are resolved to Owner's satisfaction. Owner's review, comment upon or approval of any such form shall not relieve Contractor of its obligations under this Agreement or be deemed a waiver of such obligations of Contractor.

B.8.3 Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under the Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of the Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

## **B.9 OWNER'S RIGHT TO DO WORK**

Owner reserves the right to perform other or additional work at or near the Project Site with other agents than those of the Contractor. If such work takes place within or next to the Project Site, Contractor shall coordinate work with the other contractors or agents, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all agents involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner will establish work priority (including the Work) in the Owner's sole discretion.

## **B.10 OTHER CONTRACTS**

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of the Contract. The Contractor of the Contract shall fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in Section B.13.

## **B.11 ALLOWANCES**

B.11.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances

shall be supplied for such amounts and by such persons or entities as the Owner may direct.

- B.11.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost of the Contractor's materials and equipment delivered at the Project Site and all required taxes, less applicable trade discounts;
  - (b) Contractor's costs for unloading and handling at the Project Site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
  - (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.17.2(a) and (ii) changes in Contractor's costs under Section B.17.2(b);
  - (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

#### **B.12 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

- B.12.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's construction schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples.
- B.12.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.
- B.12.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents

and approved by the Contractor may be returned by the Architect/Engineer without action.

- B.12.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.12.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.12.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.12.7 In the event that Owner elects not to have the obligations and duties described under this Section B.18 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the Project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner.

#### **B.13 SUBSTITUTIONS**

The Contractor may make Substitutions only with the written consent of the Owner, after evaluation by the Owner and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the Solicitation Document. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under the Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

#### **B.14 USE OF PLANS AND SPECIFICATIONS**

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under the Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of the Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

**SECTION C**  
**WAGES AND LABOR**

**C.1 PREVAILING WAGE RATES ON PUBLIC WORKS**

Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870. Pursuant to ORS 279C.830(1)(d), Contractor shall pay workers at not less than the specified minimum hourly rate of wage, and shall include that requirement in all subcontracts. If the Work is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. Contractor shall provide written notice to all workers of the number of hours per day and days per week such workers may be required to work.

**C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS**

- C.2.1 In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the Owner on the form prescribed by the Commissioner of the Bureau of Labor and Industries ("BOLI"), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the Project and further certifying that no worker employed on the Project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read the certified statement, that the Contractor or Subcontractor knows the contents of the certified statement, and, that to the Contractor's or Subcontractor's best knowledge and belief, the certified statement is true. The certified statements shall set out accurately and completely the payroll records for the prior week, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the Project shall be submitted once a month, by the fifth (5<sup>th</sup>) business day of the following month. The Contractor and Subcontractors shall preserve the certified statements for a period of ten (10) years from the date of completion of the Contract.
- C.2.2 Pursuant to ORS 279C.845(7), the Owner shall retain 25 percent of any amount earned by the Contractor on the Project until the Contractor has filed the certified statements required by section C.2.1. The Owner shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this Project until the first-tier Subcontractor has filed with the Owner the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement. Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 In accordance with statutory requirements and administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, the fee required by ORS 279C.825(1) will be paid by Owner to the Commissioner.

**C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS**

- C.3.1 As a condition to Owner's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in the Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund or successor program from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.2 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor of a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under the Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.3 Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within ten (10) Days out of such amounts as are paid to the Contractor by the Owner under such contract.
- C.3.4 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 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.
- C.3.5 If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the 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.
- C.3.6 All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.
- C.3.7 In accordance with ORS 279C.570, for all subcontracts that exceed \$500,000 that the Contractor withholds retainage, the Contractor shall place amounts deducted as retainage into an interest-bearing escrow account. Interest on the retainage amount accrues from the

date the payment request is approved until the date the retainage is paid to the Subcontractor to which it is due.

**C.4 PAYMENT FOR MEDICAL CARE**

As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums of which the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

**C.5 HOURS OF LABOR**

As a condition to Owner's performance hereunder, no person shall be employed to perform Work under the Contract for more than ten (10) hours in any one day or forty (40) hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive Days, Monday through Friday; or
- (b) For all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive Days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This Section C.5 will not apply to Contractor's Work under the Contract to the extent Contractor is currently a party to a collective bargaining agreement with any labor organization.

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under the Contract.

**SECTION D  
CHANGES IN THE WORK**

**D.1 CHANGES IN WORK**

D.1.1 The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written agreement and then only after any necessary approvals have been obtained. A Change Order is required to modify the Contract, which shall not be effective until its execution by the parties to the Contract and all approvals required by public contracting laws have been obtained.

D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction may be necessary or desirable during the course of construction. Within the general scope of the Contract, the Owner may at any time, without notice to the sureties and without impairing the Contract, require changes it deems necessary or desirable within the scope of this Project and consistent with this Section D.1. All changes to the Work shall be documented and Change Orders shall be executed under the conditions of the Contract Documents. Such changes may include, but are not limited to:

- (a) Modification of specifications and design.
- (b) Increases or decreases in quantities.
- (c) Increases or decreases to the amount of Work.
- (d) Addition or elimination of any Work item.
- (e) Change in the duration of the Project.

- (f) Acceleration or delay in performance of Work.
- (g) Deductive changes.

Deductive changes are those that reduce the scope of the Work, and shall be made by mutual agreement whenever feasible. In cases of suspension or partial termination under Section J, Owner reserves the right to unilaterally impose a deductive change and to self-perform such Work, for which the provisions of Section B.13 (Owner's Right to Do Work) shall then apply. Adjustments in compensation shall be made under Section D.1.3, in which costs for deductive changes shall be based upon a Direct Costs adjustment together with the related percentage markup specified for profit, Overhead and other indirect costs, unless otherwise agreed to by Owner.

D.1.3 The Owner and Contractor agree that adjustments to or deletions from the Work shall be administered and compensated according to the following:

- (a) **Unit Pricing:** Unit pricing may be utilized at the Owner's option when unit prices or solicitation alternates were provided that established the cost for adjustments to Work, and a binding obligation exists under the Contract on the parties covering the terms and conditions of the adjustment to Work.
- (b) **Fixed Fee:** If the Owner elects not to utilize unit pricing, or in the event that unit pricing is not available or appropriate, fixed pricing may be used for adjustments to or deletions from the Work. In fixed pricing, the basis of payments or total price shall be agreed upon in writing between the parties to the Contract, and shall be established before the Work is done whenever feasible. Notwithstanding the foregoing, the mark-ups set forth in Section D.1.3(c) shall be utilized in establishing fixed pricing, and such mark-ups shall not be exceeded. Cost and price data relating to adjustments to or deletions from the Work shall be supplied by Contractor to Owner upon request, but Owner shall be under no obligation to make such requests.
- (c) **Time and Material:** In the event that unit pricing and fixed pricing are not utilized, then adjustments to or deletions from the Work shall be performed on a cost reimbursement basis for Direct Costs. Such Work shall be compensated on the basis of the actual, reasonable and allowable cost of labor, equipment, and material furnished on the Work performed. The Contractor or Subcontractor who performs the Work shall be allowed to add up to ten percent (10%) markup to the Direct Costs as full compensation for profit, Overhead and other indirect costs for Work performed with the Contractor's or Subcontractor's own agents

Each ascending tier Subcontractor or the Contractor that did not perform the Work, will be allowed to add up to five percent (5%) supplemental markup on the Direct Costs of the Work (but not the above allowable markups) covered by a Change Order. No additional markup shall be permitted for any third tier or greater descending Subcontractor.

Example: \$20,000 of Direct Costs Work performed by a 2<sup>nd</sup> Tier Subcontractor

	Markup	Allowed Total Fee Plus Markup
General Contractor	5%	\$1,000.00
1 <sup>st</sup> Tier Sub Contractor	5%	\$1,000.00
2 <sup>nd</sup> Tier Sub Contractor	10%	\$22,000.00

- (d) Payments made to the Contractor shall be complete compensation for Overhead, profit, and all costs that were incurred by the Contractor or by other agents furnished by the Contractor, including Subcontractors, for adjustments to or deletions from the Work pursuant to a Change Order. Owner may establish a maximum cost for additional Work under this Section D.1.3, which shall not be exceeded for reimbursement without additional written

authorization from Owner in the form of a Change Order. Contractor shall not be required to complete such additional Work without additional authorization.

- D.1.4 Any necessary adjustment of Contract Time that may be required as a result of adjustments to or deletions from the Work must be agreed upon by the parties before the start of the revised Work unless Owner authorizes Contractor to start the revised Work before agreement on Contract Time adjustment.

Contractor shall submit any request for additional compensation (and additional Contract Time if Contractor was authorized to start Work before an adjustment of Contract Time was approved) as soon as possible but no later than thirty (30) Days after receipt of Owner's request for additional Work. If Contractor's request for additional compensation or adjustment of Contract Time is not made within the thirty (30) Day time limit, Contractor's requests pertaining to that additional Work shall be barred. The thirty (30) Day time limit for making requests shall not be extended for any reason, including without limitation Contractor's claimed inability to determine the amount of additional compensation or adjustment of Contract Time, unless an extension is granted in writing by Owner. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, Contractor may proceed to file a Claim under Section D.3, Claims Review Process. No other reimbursement, compensation, or payment will be made, except as provided in Section D.1.5 for impact claims.

- D.1.5 If any adjustment to Work under Section D.1.3 causes an increase or decrease in the Contractor's cost of, or the Contract Time required for the performance of any other part of the Work under the Contract, Contractor shall submit a written request to the Owner, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than thirty (30) Days after receipt of Owner's request for adjustments to or deletions from the Work by Contractor.

The thirty (30) Day time limit applies to claims of Subcontractors, suppliers, or manufacturers who may be affected by Owner's request for adjustments to or deletions from the Work and who request additional compensation or an extension of Contract Time to perform; Contractor has responsibility for contacting its Subcontractors, suppliers, or manufacturers within the thirty (30) Day time limit, and including their requests with Contractor's requests. If the request involves Work to be completed by Subcontractors, or materials to be furnished by suppliers or manufacturers, such requests shall be submitted to the Contractor in writing with full analysis and justification for the adjustments to compensation and Contract Time requested. The Contractor shall analyze and evaluate the merits of the requests submitted by Subcontractors, suppliers, and manufacturers to Contractor prior to including those requests and Contractor's analysis and evaluation of those requests with Contractor's requests for adjustments to compensation or Contract Time that Contractor submits to the Owner. Failure of Subcontractors, suppliers, manufacturers or others to submit their requests to Contractor for inclusion with Contractor's requests submitted to Owner within the time period and by the means described in this section shall constitute a waiver of these Subcontractor claims. The Owner will not consider direct requests or claims from Subcontractors, suppliers, manufacturers or others not a party to the Contract. The consideration of such requests and claims under this section does not give any Person, not a party to the Contract the right to bring a claim against Owner, whether in this claims process, in litigation, or in any dispute resolution process.

If the Owner denies the Contractor's request for adjustment to compensation or Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

- D.1.6 No request or Claim by the Contractor for additional costs or an adjustment of Contract Time shall be allowed if made after receipt of final payment application under the Contract. Final payment application must be made by Contractor within the time required under Section E.6.4.

- D.1.7 It is understood that changes in the Work are inherent in construction of this type. The number of changes, the scope of those changes, and the effect they have on the progress of the original Work cannot be defined at this time. The Contractor agrees that it will work in good faith with Owner to undertake changes, when agreed upon by execution of a Change Order. Each change will be evaluated for extension of Contract Time and increase or decrease in compensation based on its own merit.

## **D.2 DELAYS**

- D.2.1 Contractor shall not be entitled to additional compensation or additional Contract Time for Avoidable Delays.

- D.2.2 In the event of Unavoidable Delays, Contractor may be entitled to the following:

- (a) Contractor may be entitled to additional compensation or additional Contract Time, or both, for Unavoidable Delays described in Section D.2.1.2 (a) and (b).
- (b) Contractor may be entitled to additional Contract Time for Unavoidable Delays described in Section D.2.1.2(c) and (d).

In the event of any requests for additional compensation or additional Contract Time, or both, as applicable, arising under this Section D.2.2 for Unavoidable Delays, other than requests for differing Project Site conditions for which a review process is established under Section A.4.5, Contractor shall submit a written notification of the delay to the Owner within two (2) Days of the occurrence of the cause of the delay. This written notification shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated additional Contract Time extension or the additional compensation, or both, as applicable, resulting from the delay. Within seven (7) Days after the cause of the delay has been mitigated, or in no case more than thirty (30) Days after the initial written notification, the Contractor shall submit to the Owner, a complete and detailed request for additional compensation or additional Contract Time, or both, as applicable, resulting from the delay. If the Owner denies Contractor's request for additional compensation or adjustment of Contract Time, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process.

If Contractor does not timely submit the notices required under this Section D.2, Contractor's Claim shall be barred.

## **D.3 CLAIMS REVIEW PROCESS**

- D.3.1 All Contractor Claims shall be referred to the Owner for review. Contractor's Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the Owner within five (5) Days after a denial of Contractor's initial request for an adjustment of Contract terms, payment of money, extension of Contract Time or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in these County General Conditions. Within thirty (30) Days after the initial Claim, Owner shall receive from Contractor a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section D.3.2. Unless the Claim is made in accordance with these time requirements, it shall be barred.

**SECTION E**  
**PAYMENTS**

D.3.2 The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include all information, records and documentation necessary for the Owner to properly and completely evaluate the claim, including, but not limited to a detailed, factual statement of the basis of the Claim, pertinent dates, Contract provisions which support or allow the Claim, reference to or copies of any documents which support the Claim, the dollar value of the Claim, and the Contract Time adjustment requested for the Claim. If the Claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner. The Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to the Contract. Contractor agrees that it will make no agreement, covenant, or assignment, nor will it commit any other act that will permit or assist any Subcontractor, supplier, manufacturer, or other to directly or indirectly make a claim against Owner.

D.3.3 The Owner, through the Architect/Engineer (or other employee or agent assigned by the Owner) will review all Claims and take one or more of the following preliminary actions within ten (10) Days of receipt of the Detailed Notice of a Claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the Claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the Claim; (5) arrange a meeting with the Contractor for formal review of the Claim; or (6) propose an alternate resolution.

D.3.4 Once the Engineer or Project Manager determines the Owner is in receipt of a properly submitted claim, the Engineer or Project Manager may arrange a meeting, as agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

D.3.5 The Owner's decision, through the Architect/Engineer (or other employee or agent assigned by the Owner), shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen (15) Days of receipt of the decision. The Contractor must present written documentation supporting the Claim within fifteen (15) Days of the notice of appeal. After receiving the appeal documentation, the Owner, through the appropriate department director, shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.

D.3.6 If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Owner deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the Claim will not be considered properly filed and preserved.

D.3.7 Both parties agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the issuance of the appeal in Section D. 3.4 above. If the parties are unable to resolve their issues through mediation or otherwise, either party may seek redress through all available remedies in equity or in law.

D.3.8 Unless otherwise directed by Owner, Contractor shall proceed with the Work while any Claim, or mediation or litigation arising from a Claim, is pending. Regardless of the review period or the final decision of the Owner, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease or delay Work, in whole or in part, without a written stop work order from the Owner.

**E.1 SCHEDULE OF VALUES**

The Contractor shall submit, by or before the pre-construction conference (as described in Section H.1.3), a schedule of values ("Schedule of Values") for the Contract Work. This schedule shall provide a breakdown of values for the Contract Work and will be the basis for progress payments. The breakdown shall demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner, this schedule shall be used as the basis for reviewing Contractor's applications for payment. If objected to by Owner, Contractor shall revise the schedule of values and resubmit the same for approval of Owner.

**E.2 APPLICATIONS FOR PAYMENT**

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses, in accordance with the requirements of this Section E.2 and ORS 279C.570. Applications for payment shall be based upon estimates of Work completed and the Schedule of Values. As a condition precedent to Owner's obligation to pay, all applications for payment shall be approved by the Owner. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest in accordance with ORS 279C.570 for overdue invoices, not including retainage, due the Contractor. Overdue invoices will be those that have not been paid within the earlier of:

- (a) Thirty (30) days after receipt of the invoice; or
- (b) Fifteen (15) days after the payment is approved by the County.

Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within fifteen (15) Days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven (7) Days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

Owner reserves the right, instead of requiring the Contractor to correct or resubmit a defective or improper application for payment, to reject the defective or improper portion of the application for payment and pay the remainder of the application for such amounts which are correct and proper.

Owner, upon written notice to the Contractor, may elect to make payments to the Contractor only by means of Electronic Funds Transfers ("EFT") through Automated Clearing House ("ACH") payments. If Owner makes this election, the Contractor shall arrange for receipt of the EFT/ACH payments.

E.2.2 Contractor shall submit to the Owner an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include in its application for payment a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:



"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_"

E.2.3 Generally, applications for payment will be accepted only for materials that have been installed. Under special conditions, applications for payment for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least thirty (30) Days in advance of the application for payment on which it appears. Applications for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit applications for payment showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for materials and equipment only. The submitted amount in the application for payment shall be reduced by the cost of transportation from the storage site to the Project Site and for the cost of an inspector to verify delivery and condition of the goods at the storage site. The cost of storage and inspection shall be borne solely by the Contractor.
- (f) Within sixty (60) Days of the application for payment, the Contractor shall submit evidence of payment covering the material and/or equipment stored and of payment for the storage site.
- (g) Payment for stored materials and/or equipment shall in no way indicate acceptance of the materials and/or equipment or waive any rights under the Contract for the rejection of the Work or materials and/or equipment not in conformance with the Contract Documents.
- (h) All required documentation shall be submitted with the respective application for payment.

E.2.4 The Owner reserves the right to withhold all or part of a payment, or may nullify in whole or part any payment previously made, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:

- (a) Work that is defective and not remedied, or that has been demonstrated or identified as failing to conform with Applicable Laws or the Contract Documents;
- (b) third party claims filed or evidence reasonably indicating that such claims will likely be filed unless security acceptable to the Owner is provided by the Contractor;
- (c) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment (in which case Owner may issue checks made payable jointly to Contractor and such unpaid persons under this provision, or directly to Subcontractors and suppliers at any level under Section C.3.2);

- (d) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (e) damage to the Work, Owner or Owner's agent;
- (f) reasonable evidence that the Work will not be completed within the Contract Time required by the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- (g) failure to carry out the Work in accordance with the Contract Documents; or
- (h) assessment of liquidated damages, when withholding is made for offset purposes.

E.2.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- (a) Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage as provided in Section E.5. Pending final determination of cost to the Owner of changes in the Work, no amounts for changes in the Work can be included in applications for payment until the Contract Price has been adjusted by a Change Order;
- (b) Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner pursuant to Section E.2.3, suitably stored off the Project Site at a location agreed upon in writing), less retainage as provided in Section E.5;
- (c) Subtract the aggregate of previous payments made by the Owner; and
- (d) Subtract any amounts for which the Owner has withheld or nullified payment as provided in the Contract Documents.

E.2.6 Contractor's applications for payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier.

E.2.7 The Contractor warrants to Owner that title to all Work covered by an application for payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment all Work for which payments are received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided financing, labor, materials and equipment relating to the Work.

E.2.8 If Contractor disputes any determination by Owner with regard to any application for payment, Contractor nevertheless shall continue to expeditiously perform the Work. No payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or shall relieve Contractor of any of its obligations hereunder.

### **E.3 PAYROLL CERTIFICATION REQUIREMENT**

Owner's receipt of payroll certification pursuant to Section C.2 of the Contract shall be a condition precedent to Owner's obligation to pay any progress payments or final payment otherwise due.

#### **E.4 DUAL PAYMENT SOURCES**

Contractor shall not be compensated for Work performed under the Contract from any state agency other than the agency that is a party to the Contract.

#### **E.5 RETAINAGE**

E.5.1 Retainage shall be withheld and released in accordance with the requirements set forth in Local Contract Review Board Rules or the applicable County standard.

E.5.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of retainage on or may eliminate retainage on any remaining monthly Contract payments after fifty (50) percent of the Work under the Contract is completed if, in the Owner's discretion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is ninety-seven and a half percent (97.5%) completed in Owner's estimation, the Owner may, at its discretion and without application by the Contractor, reduce the retained amount to hundred (100) percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.5.1.2 If retainage is withheld, unless the Contractor requests and the Owner accepts a form of retainage described in options (a) or (b) below, the Owner (except as otherwise provided below for a contract of \$500,000 or less), will deposit the retainage in an interest-bearing escrow account as required by ORS 279C.570(2). The Contractor shall execute such documentation and instructions respecting the interest-bearing escrow account as the Owner may require to protect its interests, including but not limited to a provision that no funds may be paid from the account to anyone without the Owner's advance written authorization. For a Contract over \$500,000, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing escrow account as stated above. For a Contract of \$500,000 or less, if the Contractor requests that the Owner deposit the retainage in an interest-bearing account under ORS 279C.560(5), the Owner will use an interest-bearing account (in a bank, savings bank, trust company or savings association) as provided under ORS 279C.450(5).

In accordance with the provisions of ORS 279C.560, Local Contract Review Board Rules, or the applicable County standard, unless the Owner finds in writing that accepting bonds, securities or other instruments described in option (a) below or a security bond described in option (b) below poses an extraordinary risk that is not typically associated with the bond, security or instrument, the Owner will approve the Contractor's written request:

- a. to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds, securities or other instruments of equal value with Owner or in a custodial account or other mutually-agreed account satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner. Interest or earnings on the bonds, securities or other instruments shall accrue to the Contractor. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Owner may require to protect its interests. To be permissible, the bonds, securities and other instruments must be of a character approved by Owner; or

- b. that the Contractor be allowed, with the approval of the Owner, Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.625.

When the Owner has accepted the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's request for option (b), Contractor shall accept like bonds from Subcontractors and suppliers on the Project from which Contractor has required retainages.

E. 5.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of two thirds of one percent per month on the final payment due Contractor, interest to commence forty-five (45) Days after the date which Owner receives Contractor's final approved application for payment and Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and deliver to Owner its final application for payment and Owner shall, within fifteen (15) Days after receiving the written notice and the application for payment, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run forty-five (45) Days after the end of the fifteen (15) Day period.

E.5.1.4 Owner will reduce the amount of the retainage if the Contractor notifies the Owner that the Contractor has deposited in an escrow account with a bank or trust company, in a manner authorized by the Owner, bonds and securities of equal value of a kind approved by the Owner and such bonds and securities have in fact been deposited.

E.5.1.5 Contractor agrees that if Contractor elects to reserve a retainage from any progress payment due to any Subcontractor or supplier, such retainage shall not exceed five percent of the payment, and such retainage withheld from Subcontractors and suppliers shall be subject to the same terms and conditions stated in Subsection E.5 as apply to Owner's retainage from any progress payment due to Contractor.

E.5.1.6 The Contractor shall comply with all applicable legal requirements for withholding and releasing retainage and for prompt payments, including but not limited to those in ORS Chapters 279C and 701, and 49 CFR 26.29.

#### **E.6 FINAL PAYMENT**

E.6.1 Upon completion of all the Work under the Contract, the Contractor shall notify the Owner, in writing, that Contractor has completed Contractor's obligations under the Contract and shall prepare its application requesting final payment. The amount of final payment will be the difference between the total amount due the Contractor pursuant to the Contract Documents and the sum of all payments previously made. Upon receipt of such notice and application for payment, the Owner will inspect the Work, and, if acceptable, submit to Contractor a recommendation as to acceptance of the completed Work and the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final application for payment by the Owner and compliance by the Contractor with

provisions in Section K, and Contractor's satisfaction of other provisions of the Contract Documents as may be applicable, the Owner shall pay to the Contractor all monies due under the provisions of these Contract Documents.

- E.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Owner, (2) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (3) consent of surety, if any, to final payment and (4), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien.
- E.6.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.
- E.6.4 Contractor agrees to submit its final payment application within ninety (90) Days after Substantial Completion, unless written extension is granted by Owner. Contractor shall not delay final payment application for any reason, including without limitation nonpayment of Subcontractors, suppliers, manufacturers or others not a party to the Contract, or lack of resolution of a dispute with Owner or any other person of matters arising out of or relating to the Contract. If Contractor fails to submit its final payment application within ninety (90) Days after Substantial Completion, and Contractor has not obtained written extension by Owner, all requests or Claims for additional costs or an extension of Contract Time shall be barred.

## **SECTION F PROJECT SITE CONDITIONS**

### **F.1 USE OF PREMISES**

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, Applicable Laws, permits or directions of the Owner. Contractor shall follow the Owner's instructions regarding use of premises, if any.

### **F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC**

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage and shall protect the Owner, workers and property from injury or loss arising in connection with the Contract. Contractor shall remedy acceptably to the Owner any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the Project Site or otherwise engaged in the undertaking of the Work and shall comply with the Contract Documents, best practices and all applicable provisions of federal, state and municipal safety laws and building codes to prevent

accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Project Site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner. The Owner has no responsibility for Project Site safety. Project Site safety shall be the responsibility of the Contractor.

- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall, immediately and in writing, report to the Owner, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor shall be responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, vehicles and materials on the Project Site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials shall be conducted so no release will occur that may pollute or become hazardous.
- F.2.6 In an emergency affecting the safety of life or limb or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.
- F.2.7 Contractor shall comply with all Owner safety rules and regulations, if applicable. Prior to commencement of any Work, Contractor and Subcontractors shall be required to complete an Owner Contractor Safety Orientation and submit all Owner required safety plans.
- F.2.8 Contractor shall demonstrate that an employee drug testing program is in place.

### **F.3 CUTTING AND PATCHING**

- F.3.1 If applicable, Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 If applicable, Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

### **F.4 CLEANING UP**

From time to time as may be prudent or ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four (24) hours after notification by the Owner the work may be

done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

## **F.5 ENVIRONMENTAL CONTAMINATION**

F.5.1. Contractor shall be held responsible for and shall indemnify, defend (with counsel of Owner's choice), and hold harmless Owner from and against any costs, expenses, damages, claims, and causes of action, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Work or Contractor's obligations under the Contract which occur as a result of, or are contributed by, the negligence or actions of Contractor or its personnel, agents, or Subcontractors or any failure to perform in accordance with the Contract Documents (except to the extent otherwise void under ORS 30.140). Nothing in this section F.5.1 shall limit Contractor's responsibility for obtaining insurance coverages required under Section G.3 of the Contract, and Contractor shall take no action that would void or impair such coverages.

F.5.1.1 Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of Owner and regulatory agencies having jurisdiction in a manner that complies with Applicable Laws. Cleanup shall be at no cost to the Owner and shall be performed by properly qualified and, if applicable, licensed personnel.

F.5.1.2 Unless otherwise approved in the Solicitation Document, Contractor shall obtain the Owner's written consent prior to bringing onto the Project Site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any Applicable Laws. In any event, Contractor shall provide prior written notice to Owner when hazardous materials are brought on to the Project Site. The Contractor, at all times, shall:

- (a) properly handle, use and dispose of all environmental pollutants and hazardous substances or materials on the Project Site, in accordance with all Applicable Laws;
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Project Site; and
- (c) promptly clean up and remediate, without cost to the Owner, such spills, releases, discharges, or leaks to the Owner's satisfaction and in compliance with all Applicable Laws.

F.5.2 Contractor shall report all reportable quantity releases, as such releases are defined in Applicable Laws. Upon discovery, regardless of quantity, Contractor must verbally report all releases to the Owner in a prompt manner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest numbers, and any and all other documentation required by law).
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.

(e) Summary of communications about the release between Contractor and State, local or federal officials other than Owner. Any communication to the press will be done by Owner and Contractor will defer to Owner.

(f) Description of cleanup procedures employed or to be employed at the Project Site, including disposal location of spill residue.

(g) Personal injuries, if any, resulting from, or aggravated by, the release.

## **F.6 ENVIRONMENTAL CLEAN-UP**

F.6.1 Unless disposition of environmental pollution is specifically a part of the Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by the Contract. "Hazardous substance(s)" means any hazardous, toxic and radioactive materials and those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar designations in any federal, state, or local law, regulation, or ordinance, including without limitation asbestos, polychlorinated biphenyl ("PCB"), or petroleum, and any substances, materials or wastes regulated by 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or wellbeing of Contractor's or any Subcontractor's work force, property or the environment.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project Site, not brought on to the Project Site by Contractor, Owner shall arrange for the proper disposition of such hazardous substance(s).

## **F.7 DEMOLITION**

F.7.1 For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

## **SECTION G INDEMNITY, BONDING, AND INSURANCE**

### **G.1 RESPONSIBILITY FOR DAMAGES / INDEMNITY**

G.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

G.1.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section G.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to

observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section G.1.2.

G.1.3 In claims against any person or entity indemnified under Section G.1.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section G.1.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **G.2 PERFORMANCE AND PAYMENT SECURITY; PUBLIC WORKS BOND**

G.2.1 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

G.2.2 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

G.2.3 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

## **G.3 INSURANCE**

G.3.1 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

G.3.2 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each

Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

### **G.3.3 Builder's Risk Insurance:**

G.3.3.1 Builder's Risk: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

G.3.3.2 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

G.3.3.3 Such insurance shall be maintained until Owner has occupied the facility.

G.3.3.4 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

### **G.3.4 General Liability Insurance:**

G.3.4.1 Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G.3.4.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor

and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

- G.3.4.3 Owner may adjust the insurance amounts required in Section G.3.4.1 and G.3.4.2 based upon institution specific risk assessments through the issuance of Supplemental General Conditions and a Contract.
- G.3.4.4 To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.
- G.3.4.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).
- G.3.4.6 Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.
- G.3.4.7 Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.
- G.3.5 Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000

limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

- G.3.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

- G.3.7 Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

## **SECTION H SCHEDULE OF WORK**

### **H.1 CONTRACT PERIOD**

- H.1.1 Time is of the essence. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein.
- H.1.2 Notice to Proceed. Unless otherwise directed in the Contract Documents, Contractor shall commence Work on the Project Site within fifteen (15) Days of the Notice to Proceed. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, performance bond and payment bond, and certificates of insurance, have been fully executed and submitted in a form acceptable to Owner.
- H.1.3 Unless otherwise not required in the Construction Documents, Contractor shall participate in a pre-construction conference with the Owner's representative and designated design team. The

purpose of this pre-construction conference is to review the Contractor's proposed Schedule of Values and to review any other Project logistics to be coordinated between the parties.

H.1.4 Unless specifically extended by a Change Order, all Work shall be complete by the date contained in the Contract Documents. The Owner shall have the right to accelerate the completion date of the Work, which may require the use of overtime. Such accelerated Work schedule shall be an acceleration in performance of Work under Section D.1.2(f) and shall be subject to the provisions of Section D.1.

H.1.5 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete in whole or in part the Work after the date described in Section H.1.2 above.

## **H.2 SCHEDULE**

H.2.1 Contractor shall provide, by or before the pre-construction conference, the initial as-planned schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by Project components, labor trades, and long lead items broken down by building and/or floor where applicable. If Owner shall so elect, Contractor shall provide the schedule in CPM format showing the graphical network of planned activities, including i) a reasonably detailed list of all activities required to complete the Work; ii) the time and duration that each activity will take to completion; and iii) the dependencies between the activities. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. The schedule shall include the following: Notice to Proceed or the date the Work commences, if no Notice to Proceed is issued by Owner, Substantial Completion, and Final Completion. Schedules shall be updated monthly, unless otherwise required by the Contract Documents, and submitted with the monthly application for payment. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Owner. Owner reserves the right to negotiate the float if it is deemed to be in Owner's best interest to do so. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract Time but after Contractor's scheduled completion.

H.2.2 All Work shall be completed during normal weekdays (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m. unless otherwise specified in the Contract Documents. Unless otherwise specified in the Contract Documents, no Work shall be performed during the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- President's Day

When a holiday falls on a Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

## **H.3 PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having

jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have reasonably accepted in writing the responsibilities assigned to each of them. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **SECTION I CORRECTION OF WORK**

### **I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove from the premises and replace all defective materials and equipment as determined by the Owner, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement. Contractor shall be allowed a period of no longer than thirty (30) Days after Substantial Completion for completion of defective (Punch List) work. At the end of the thirty-day period, or earlier if requested by the Contractor, Owner shall arrange for inspection of the Work by the Architect/Engineer. Should the work not be complete, and all corrections made, the costs for all subsequent reinspections shall be borne by the Contractor. If Contractor fails to complete the Punch List work within the thirty (30) Day period, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations.

### **I.2 WARRANTY WORK**

I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for Defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand and at Contractor's sole expense. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand, without affecting Contractor's obligations. The Contractor shall perform the warranty Work by correcting defects within twenty-four (24) hours of notification by Owner, unless otherwise specified in the Contract Documents. Should the Contractor fail to respond within the specified response time, the Owner may, at its option, complete the necessary repairs using another contractor or its agents. If Owner completes the repairs using Owner's agent, Contractor shall pay Owner at the rate of one and one-half (1½) times the standard hourly rate of Owner's agent, plus related overhead and any direct non-salary costs. If Owner completes the repairs using another contractor, Contractor shall pay Owner the amount of Owner's direct costs billed by the other contractor for the work, plus the direct salary costs and related overhead and direct non-salary expenses of Owner's agents who



are required to monitor that contractor's work. Work performed by Owner using Owner's own agents or those of another contractor shall not affect the Contractor's contractual duties under these provisions, including warranty provisions.

- I.2.2 Nothing in this Section I.2 provision shall negate guarantees or warranties for periods longer than one year including without limitation, such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the Owner.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable as determined by Owner. Such adjustment shall be effected whether or not final payment has been made.

## **SECTION J**

### ***SUSPENSION AND/OR TERMINATION OF THE WORK***

#### **J.1 OWNER'S RIGHT TO SUSPEND THE WORK**

- J.1.1 The Owner has the authority to suspend portions or all of the Work due to the following causes:
  - (a) Failure of the Contractor to correct unsafe conditions;
  - (b) Failure of the Contractor to carry out any provision of the Contract;
  - (c) Failure of the Contractor to carry out orders;
  - (d) Conditions, in the opinion of the Owner, which are unsuitable for performing the Work;
  - (e) Time required to investigate differing Project Site conditions; or
  - (f) Any reason considered to be in the public interest.
- J.1.2 The Owner shall notify Contractor and the Contractor's Surety in writing of the effective date and time of the suspension, and Owner shall notify Contractor and Contractor's surety in writing to resume Work.

#### **J.2 CONTRACTOR'S RESPONSIBILITIES**

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Work in every respect as though its prosecution had been continuous and without suspension.

#### **J.3 COMPENSATION FOR SUSPENSION**

Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If the suspension was required due to acts or omissions of Contractor, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's agents or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension, and any liquidated damages arising from the delay. If the suspension was caused by acts or omissions of the Owner, the Contractor may be due compensation which shall be defined using Section D, Changes in Work. If the suspension was required through no fault of the Contractor or the Owner, neither party shall owe the other for the impact.

#### **J.4 OWNER'S RIGHT TO TERMINATE CONTRACT**

- J.4.1 The Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) Days' written notice and an opportunity to cure, terminate the Contract in whole or in part under the following conditions:
  - (a) If Contractor should, voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and Contractor as debtor-in-possession or the Trustee for the estate fails to assume the Contract within a reasonable time;
  - (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
  - (c) If a receiver should be appointed on account of Contractor's insolvency;
  - (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
  - (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner;
  - (f) If Contractor is otherwise in breach of any part of the Contract; or
  - (g) If Contractor is in violation of Applicable Laws, either in the conduct of its business or in its performance of the Work.

- J.4.2 At any time that any of the above occurs, Owner may exercise all rights and remedies available to Owner at law or in equity, and, in addition, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If

the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the Owner.

#### **J.5 TERMINATION FOR CONVENIENCE, NON-APPROPRIATION OF FUNDS, OR FORCE MAJEURE**

- J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines: (a) that termination of the Contract is in the best interest of Owner or the public; (b) that the Owner failed to receive funding, appropriations, allocations or other expenditure authority as contemplated by Owner's budget and Owner determines, in its sole determination, and its assessment and ranking of the policy objectives explicit or implicit in Owner's budget, Owner may determine it is necessary to and may terminate the Contract.; or (c) in the event of Force Majeure.
- J.5.2 The Owner shall provide the Contractor with seven (7) Days prior written notice of a termination for Owner's or for public convenience. After such notice, the Contractor shall provide the Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination. If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Owner as a result of defective, unacceptable or unauthorized Work completed or performed.

#### **J.6 ACTION UPON TERMINATION**

- J.6.1 Upon receiving a notice of termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the Owner, Contractor shall, upon termination, transfer title and deliver to the Owner all Record Documents, information, and other property that, if the Contract had been completed, would have been required to be furnished to the Owner.
- J.6.3 Upon Owner's notice of termination pursuant to either Section J.4 or J.5, if Owner shall so elect, Contractor shall assign to the Owner such subcontracts and orders as Owner shall specify. In the event Owner elects to take assignment of any such subcontract or order, Contractor shall take such action and shall execute such documents as Owner shall reasonably require for the effectiveness of such assignment and Contractor shall ensure that no contractual arrangement between it and its subcontractors or suppliers of any tier or sub-tier shall prevent such assignment.

### **SECTION K CONTRACT CLOSE OUT**

#### **K.1 RECORD DOCUMENTS**

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide Record Documents for the entire Project to Owner. Record Documents shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed.

#### **K.2 OPERATION AND MAINTENANCE MANUALS**

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manuals") for review by the Owner prior to submission of any pay request for more than 75% of the Work. Owner's receipt of the O & M Manuals shall be a condition precedent to any payment thereafter due. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, telephone list and contact information for all consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner shall review and return one O & M Manual for any modifications or adjustments required. Prior to submission of its final pay request, Contractor shall deliver two (2) complete and approved sets of O & M Manuals in paper form and one (1) complete and approved set in electronic form to the Owner and Owner's receipt of the O & M Manuals shall be a condition precedent to Owner's obligation to make final payment.

#### **K.3 COMPLETION NOTICES**

- K.3.1 Contractor shall provide Owner written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Both completion notices must be signed and notarized by the Contractor and signed by the Architect/Engineer (if applicable) and Owner to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.
- K.3.2 Substantial Completion of a facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of thirty (30) continuous Days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a Punch List be prepared by the Owner with submission of the request for the Substantial Completion notice.

#### **K.4 TRAINING**

As part of the Work, and prior to submission of the final application for payment, the Contractor shall schedule with the Owner training sessions for all equipment and systems as required by the Contract Documents. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner to provide its personnel with adequate notice. If assignments arise because of termination under Section J.4, then such assignments shall not relieve Contractor of liability hereunder. The O & M Manual shall be used as a basis for training. In addition to any off-Project Site training required by the Contract Documents, training shall include a formal session conducted at the Project Site after the equipment and/or system is completely installed and operational in its normal operating environment.

#### **K.5 EXTRA MATERIALS**

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the Contract Documents prior to final payment. Delivery point for extra materials shall be designated by the Owner.

#### **K.6 ENVIRONMENTAL CLEAN-UP**

As part of the Final Completion notice, or as a separate written notice submitted with or before the notice of Final Completion, the Contractor shall notify the Owner that all environmental and pollution clean-up, remediation and closure have been completed in accordance with all Applicable Laws and pursuant to the authority of all agencies having jurisdiction, and Contractor shall provide Owner with any and all documentation related to the same, including but not limited to directives, orders, letters, certificates and permits related to or arising from such environmental pollution. The notice shall reaffirm the indemnification given under Section F.5.1 above. Contractor's completion of its obligations under this Section K.6 and Owner's receipt of documents evidencing such completion shall be a condition precedent to Owner's obligation to make final payment.

#### **K.7 CERTIFICATE OF OCCUPANCY**

Owner's receipt of an unconditioned certificate of occupancy from the appropriate state and/or local building officials shall be a condition precedent to Owner's obligation to make final payment, except to the extent failure to obtain an unconditional certificate of occupancy is due to the fault or neglect of Owner.

#### **K.8 OTHER CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for returning to the Owner all property of Owner issued to Contractor during construction such as keys, security passes, Project Site admittance badges, and all other pertinent items. Upon notice from Owner, Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's agents continue with the Work.

The Owner's property is drug free and weapons free areas and the use of tobacco products is only allowed in designated areas. Contractor shall be required to ensure that its employees, Subcontractors and agents shall comply with these requirements.

### **SECTION L GENERAL PROVISIONS**

#### **L.1 NO THIRD PARTY BENEFICIARIES**

Owner and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Contract.

#### **L.2 SEVERABILITY**

If any provision of the Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

#### **L.3 ACCESS TO RECORDS**

L.3.1 Contractor shall keep, at all times on the Project Site, one record copy of the complete Contract Documents, including the Plans, Specifications, addenda, and Change Orders (if any) in good order and marked currently to record field changes and selections made during construction, and one record copy of Shop Drawings, Product Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.3.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10)

years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or the Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

#### **L.4 WAIVER**

Failure of the Owner to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of the Contract.

#### **L.5 SUCCESSORS IN INTEREST**

The provisions of the Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective permitted successors and assigns.

#### **L.6 GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

#### **L.7 APPLICABLE LAW**

Contractor hereto agrees to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.

#### **L.8 NON-EXCLUSIVE RIGHTS AND REMEDIES**

Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of the Contract shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

#### **L.9 INTERPRETATION**

The titles of the sections of the Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

#### **L.10 DEBT LIMITATION**

The 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.

#### **L.11 LITIGATION**

Any Claim between Owner and Contractor that arises from or relates to the Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or

immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

**L. 12 SURVIVAL**

All warranty, indemnification, and record retention provisions of the Contract, and all of Contractor's other obligations under the Contract that are not fully performed by the time of Final Completion or termination, and all other rights and obligations which by their context are intended to survive, shall survive Final Completion or any termination of the Contract.

**L.13 SEVERABILITY**

If any provision of this Contract is declared by a court to be unenforceable, illegal, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**L.14 ACCESS TO RECORDS**

L.14.1. Contractor shall keep, at all times on the Work site, one record copy of the complete Contract Documents, including the Plans, Specifications, Construction Change Directives and addenda, in good order and marked currently to record field changes and selections made during construction, and one copy of Shop Drawings, Project Data, Samples and similar submittals, and shall at all times give the Owner access thereto.

L.14.2 Contractor shall retain and the Owner and its duly authorized representatives shall have access, for a period not less than ten (10) years, to all Record Documents, financial and accounting records, and other books, documents, papers and records of Contractor which are pertinent to the Contract, including records pertaining to Overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Work or this Contract shall be subject to litigation, Contractor shall retain all such records until all litigation is resolved and Contractor shall continue to provide Owner and/or its agents with full access to such records until such time as all litigation is complete and all periods for appeal have expired and full and final satisfaction of any judgment, order or decree is recorded and Owner receives a record copy of documentation from Contractor.

**L.15 WAIVER**

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

**L. 16 NO ATTORNEY FEES.**

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 108 81 41
Solicitation: BID# 2021-58
Project Name: Secure Parking Lot Expansion

The Hanover Insurance Company (Surety #1) Bond Amount No. 1: \$ 319,225.00
(Surety #2)\* Bond Amount No. 2:\* \$
Total Penal Sum of Bond: \$ 319,225.00

We, R.L. Reiners Co. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) three hundred nineteen thousand two hundred twenty-five and no/100 Dollars (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety;

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or

arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

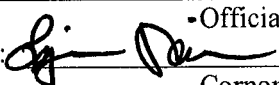
This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this 24th day of September, 2021.


**PRINCIPAL:** R.L. Reimers Co.

By:   
Signature  
Ron Reimers, President

Attest:   
-Official Capacity  
Corporation Secretary

**SURETY:** The Hanover Insurance Company  
*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:  
*[Power-of-Attorney must accompany each bond]*

Todd Bren  
Name  
  
Signature  
13810 SW 31st Ct.  
Address  
Beaverton, OR 97008  
City State Zip  
503-671-9172 503-671-9172  
Phone Fax



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 108 81 41
Solicitation: BID# 2021-58
Project Name: Secure Parking Lot Expansion

The Hanover Insurance Company (Surety #1) Bond Amount No. 1: \$ 319,225.00
(Surety #2)\* Bond Amount No. 2:\* \$
\* If using multiple sureties Total Penal Sum of Bond: \$ 319,225.00

We, R.L. Reimers Co., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) three hundred nineteen thousand two hundred twenty-five and 00/100 provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and



shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

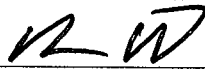
Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this 24th day of September, 2021.

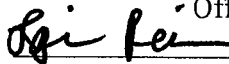
PRINCIPAL: R.L. Reimers Co.

By: 

Signature

Ron Reimers, President

Official Capacity

Attest: 

Corporation Secretary

SURETY: The Hanover Insurance Company

*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each bond]*

Todd Bren

Name



Signature

13810 SW 31st Ct.

Address

Beaverton, OR 97008

City State Zip

503-671-9172 503-671-9172

Phone Fax

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Todd Brem and/or Carol Brem

of **Beaverton, OR** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of **September 2013**.




THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

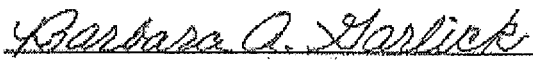
  
Robert Thomas, Vice President

  
Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 6th day of **September 2013** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 24th day of September 2021.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
J. Michael Pete, Vice President



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

PROJECT: BID# 2021-58 Secure Parking Lot Expansion

Clackamas County Facilities Management acting as a general contractor is soliciting bids from qualified subcontractors for the secure expansion on the west side of the Central Utility Plant building, located at 1710 Red Soils Ct. in Oregon City. Work includes but is not limited to: installation of pre-manufactured security fence and gates, concrete steps and curbing, asphalt repair and striping.

**Background**

Clackamas County Facilities Management is planning on creating a secure expansion parking lot on the west side of the Central Utility Plant building, located at 1710 Red Soils Ct. in Oregon City. Work includes but is not limited to: installation of pre-manufactured security fence and gates, concrete steps and curbing, asphalt repair and striping.

**Project Scope:**

The contractor shall supply all materials, labor and incidentals to complete the project in compliance with all local codes and regulations according to the drawings, specifications, and detailed requirements specified below.

This project shall include demolition, excavation, cast-in-place concrete, erection of prefabricated fencing, automated gate, and striping as per the attached drawings with specifications.

**Engineers Estimate:** \$350,000.00

Contract award will be made off the base bid. It will be the County's sole discretion to include the Add Alternate item in the final contract with the awarded contractor.

**Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued

Substantial Completion: November 30, 2021

Final Completion: April 30, 2022

Note: There is one (1) Alternates for this Project: East Stairway (#2 on drawings) Furnish price to complete the alternate concrete stairway as a separate line item as detailed on the attached bid sheet.

**The Scope further includes the following Plans, Specifications and Drawings:**

- Red Soils Campus Parking Lot Security Project (sheet numbers C0.0, C0.1, C1.0, C2.0, C3.0, C3.1, C3.2)



INVITATION TO BID #2021-58  
Secure Parking Lot Expansion  
ADDENDUM NUMBER 1  
August 3, 2021

On July 7, 2021, Clackamas County (“County”) published Invitation to Bid #2021-58 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

1. The Bid Closing is hereby changed from August 5, 2021 at 2:00 PM to **August 19, 2021 at 2:00 PM**. This update shall be inclusive to the entire Bid package.
2. The following changes are made to the Project Information, Plans, Specifications and Drawings:

**Remove and replace** Red Soils Campus Parking Lot Security Project (sheet numbers C0.0, C0.1, C1.0, C2.0, C3.0, C3.1, C3.2) with the attached updated drawings- **Red Soils Campus Parking Lot Security Project (sheet numbers C0.0, C0.1, C1.0, C2.0, C3.0, C3.1, C3.2, C3.3)**

Attachments:

**Red Soils Campus Parking Lot Security Project (sheet numbers C0.0, C0.1, C1.0, C2.0, C3.0, C3.1, C3.2, C3.3)**

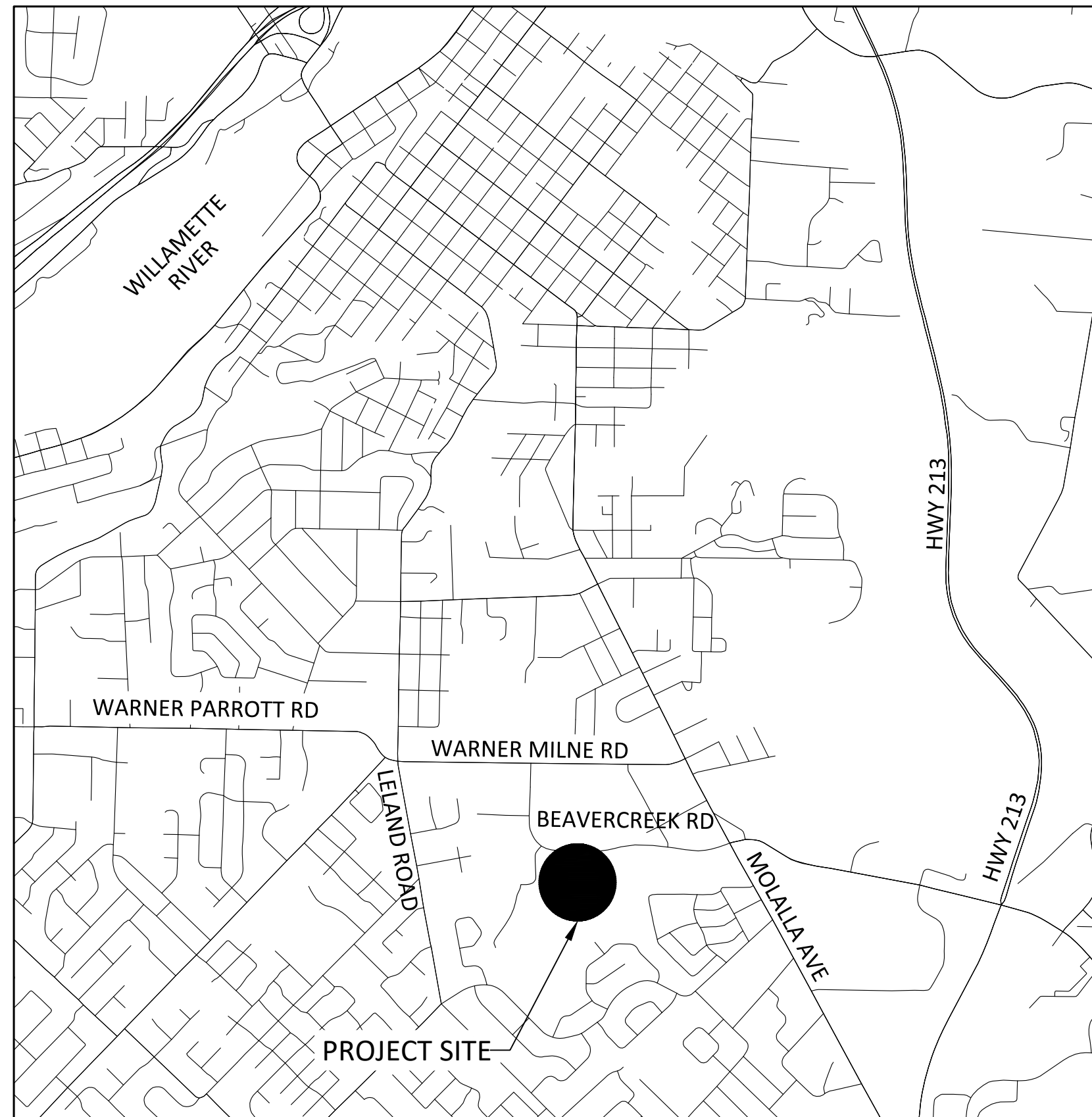
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End of Addendum #1

# RED SOILS CAMPUS PARKING LOT SECURITY PROJECT

## 1710 RED SOILS CT #200, OREGON CITY, OREGON 97045

### CLACKAMAS COUNTY, OREGON



**VICINITY MAP**  
NTS

**PROJECT LOCATION:**

1710 RED SOILS CT #200  
OREGON CITY, OR 97045  
LAT: 45.331860  
LONG: 122.595420  
TAX LOT 807  
TAX MAP 32E05C

**VERTICAL DATUM:**

ELEVATION DATUM: ASSUMED  
BENCHMARK:  
LOCATION:  
ELEVATION:

**HORIZONTAL DATUM:**

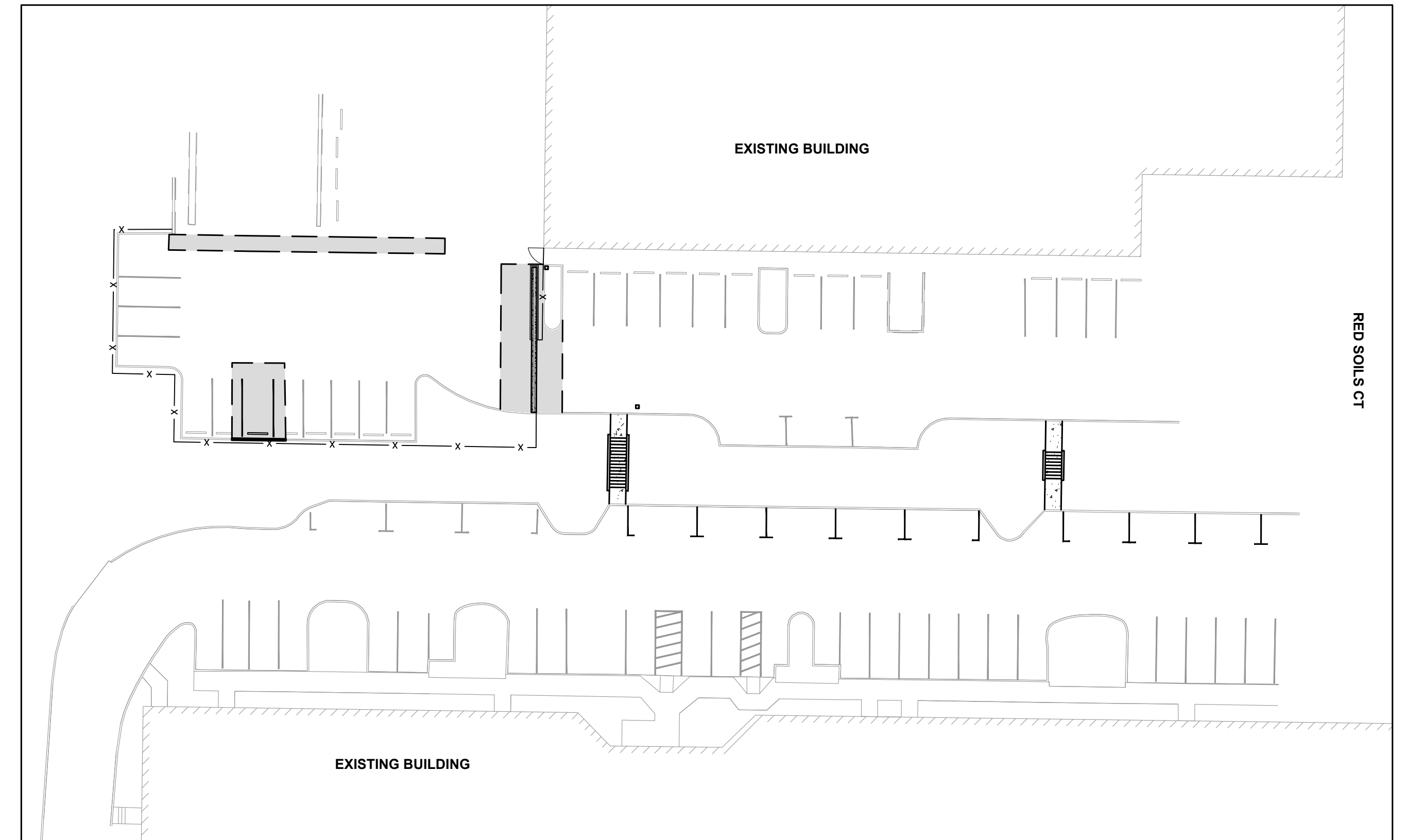
ASSUMED

**OWNER:**

CLACKAMAS COUNTY  
2051 KAEN ROAD  
OREGON CITY, OR 97045  
(503)-742-5468

**ENGINEER:**

HARPER HOUF PETERSON RIGHELLIS, INC  
205 SE SPOKANE ST, SUITE 200  
PHONE: (503)-221-1131  
CONTACT: BOBBY JACOBSEN, PE  
EMAIL: ROBERTJ@HHPR.COM



**SITE MAP**  
NTS

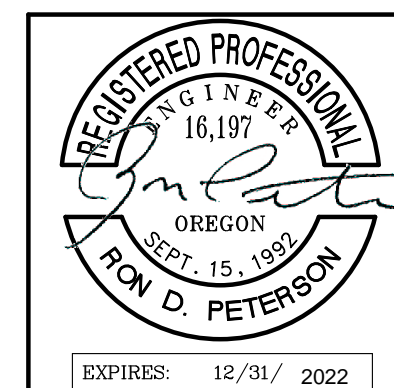
**SHEET INDEX**

- C0.0 COVER SHEET
- C0.1 GENERAL NOTES
- C1.0 EXISTING CONDITIONS AND DEMOLITION PLAN
- C2.0 SITE PLAN
- C3.0 DETAILS
- C3.1 DETAILS
- C3.2 EROSION CONTROL DETAILS

## PERMIT SET

DATE	NO.	DESCRIPTION
R E V I S I O N S		

DESIGNED:	HHPR
DRAWN:	HHPR
CHECKED:	BDJ
DATE:	07/29/2021



**Harper Houf Peterson Righellis Inc.**  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
205 SE Spokane Street, Suite 200, Portland, OR 97202  
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

<p><b>COVER SHEET</b> <b>RED SOILS CAMPUS PARKING SECURITY</b> CLACKAMAS COUNTY, OREGON</p>	<p>SHEET NO. <b>C0.0</b> JOB NO. CLA-99</p>
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S:\CLA (Clackamas Co)\CLA-99 (Red Soils Campus)\DWGS\Sheets\CO.0 - COVER AND GENERAL NOTES.dwg



**PROJECT GENERAL NOTES:**

1. WORK SHALL CONFORM WITH CITY OF OREGON CITY STANDARDS, THE CURRENT EDITION OF THE OREGON PLUMBING SPECIALTY CODE (OPSC) AND THE INTERNATIONAL BUILDING CODE.
2. AS-BUILT INFORMATION SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION. THIS INCLUDES POTHOLING EXISTING UTILITIES AT PROPOSED CONNECTION POINTS PRIOR TO CONSTRUCTION TO ENSURE LOCATIONS AND ELEVATIONS ARE ACCURATE. NOTIFY ENGINEER IMMEDIATELY WITH POTHOLE RESULTS FOR DISCREPANCIES.
3. EXISTING STORMWATER UTILITY CONNECTIONS SHALL BE CONFIRMED AND FIELD VERIFIED. THIS INCLUDES POTHOLING EXISTING UTILITIES AT PROPOSED CONNECTION POINTS PRIOR TO CONSTRUCTION TO ENSURE LOCATIONS AND ELEVATIONS ARE ACCURATE. NOTIFY ENGINEER IMMEDIATELY WITH POTHOLE RESULTS FOR DISCREPANCIES.
4. PROVISIONS SHALL BE MADE BY THE CONTRACTOR TO KEEP ALL EXISTING UTILITIES NOT SHOWN FOR REMOVAL IN SERVICE AND PROTECT THEM DURING CONSTRUCTION.
5. EXISTING MONUMENTS, PROPERTY CORNERS, AND SURVEY MARKERS SHALL BE PROTECTED. REPLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
6. CONSTRUCTION STAGING IS NOT PERMITTED IN THE PUBLIC RIGHT-OF-WAY.
7. EXISTING UTILITIES SHOWN ON THE PLANS ARE PER SURFACE LOCATIONS AND AS-BUILT DRAWINGS. ADDITIONAL UNDERGROUND UTILITIES MAY EXIST. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND REPORT ANY CONFLICTS TO THE ENGINEER. THE CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY UTILITY IN CONFLICT WITH THE PROPOSED CONSTRUCTION.
8. TOPOGRAPHIC SURVEY COMPLETED BY COMPASS LAND SURVEYORS OF MILWAUKIE, OREGON. ADDITIONAL INFORMATION SHALL BE OBTAINED BY CONTACTING THE SURVEYOR OF RECORD.
9. SURVEY CONTROL SHALL BE OBTAINED BY CONTACTING THE SURVEYOR OF RECORD.
10. CONTRACTOR SHALL CONFIRM ALL REQUIRED PERMITS AND LICENSES HAVE BEEN ISSUED BEFORE STARTING CONSTRUCTION.

**OREGON CITY GENERAL NOTES:** (STANDARD NOTES UPDATED 01/28/2021)

1. ALL WORK AND MATERIALS SHALL CONFORM TO MOST RECENT EDITION OF THE ODOT/APWA OREGON STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AS ADOPTED AND MODIFIED BY THE CITY OF OREGON CITY.
2. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND LICENSES BEFORE STARTING CONSTRUCTION. A CITY BUSINESS LICENSE IS REQUIRED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND ARRANGE FOR THE RELOCATION OF ANY UTILITIES IN CONFLICT WITH THE PROPOSED CONSTRUCTION. THE LOCATIONS, DEPTH AND DESCRIPTION OF EXISTING UTILITIES SHOWN WERE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. ADDITIONAL UTILITIES MAY EXIST WITHIN THE WORK AREA.
3. OREGON LAW REQUIRES THAT THE RULES ADOPTED BY OREGON UTILITY NOTIFICATION CENTER BE FOLLOWED. THOSE RULES ARE SET FORTH IN OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER OR ACCESSING VIA INTERNET AT WWW.CALLBEFOREYOU.DIG.ORG OR CALL BEFORE YOU DIG (800) 332-2344.
4. THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY DAMAGED UTILITIES USING MATERIALS AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AGREEMENT WITH THE UTILITY PROVIDER.
5. ALL WATER LINE CROSSINGS SHALL BE IN CONFORMANCE WITH OAR CHAPTER 333. THE CITY MAY REQUIRE MORE STRINGENT STANDARDS.
6. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER AND CITY OF OREGON CITY PUBLIC WORKS CONSTRUCTION INSPECTOR STAFF 48 HOURS IN ADVANCE OF STARTING CONSTRUCTION AND 24 HOURS BEFORE RESUMING WORK AFTER SHUTDOWNS, EXCEPT FOR NORMAL RESUMPTION OF WORK FOLLOWING SATURDAYS, SUNDAYS, OR HOLIDAYS.
7. CONTRACTOR SHALL REMOVE AND DEPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL, AND OTHER MATERIAL IN THE ROADWAY AND WHERE INDICATED ON THE PLANS. MATERIAL SHALL BE DISPOSED OF IN SUCH A MANNER AS TO MEET ALL APPLICABLE REGULATIONS. CONTRACTOR SHALL ENSURE RECIPIENTS OF FILL MATERIALS REMOVED OFFSITE ARE PERMITTED TO RECEIVE SAID MATERIALS REGARDLESS OF THE RECEIVING JURISDICTION. CITY REQUIRES A GRADING PERMIT PER OREGON CITY MUNICIPAL CODE CHAPTER 15.48 FOR A SINGLE SITE TO RECEIVE OVER 10 CUBIC YARDS OF MATERIAL UNLESS THE GRADING WORK IS ALREADY COVERED IN ANOTHER CONSTRUCTION PERMIT. CONTRACTOR IS RESPONSIBLE FOR MEETING OTHER JURISDICTIONS' GRADING/FILL REQUIREMENTS WHEN APPROPRIATE.
8. CONSTRUCTION VEHICLES INCLUDING TRAILERS SHALL PARK ON THE CONSTRUCTION SITE OR AT A LOCATION(S) INDICATED ON THE APPROVED PLAN. THIS INCLUDES ALL SUBCONTRACTORS' VEHICLES AND TRAILERS. HOURS OF CONSTRUCTION SHALL BE 7 AM TO 6 PM, MONDAY THROUGH FRIDAY; 9 AM TO 6 PM SATURDAY. CONSTRUCTION IS PROHIBITED ON SUNDAY. CONSTRUCTION ACTIVITIES INCLUDE ALL FIELD MAINTENANCE OF EQUIPMENT, REFUELING, AND PICK-UP AND DELIVERY OF EQUIPMENT AS WELL AS THE ACTUAL CONSTRUCTION ACTIVITY.
9. THE CONTRACTOR SHALL SUBMIT A 15% MAINTENANCE BOND/GUARANTEE AS REQUIRED BY THE CITY OF OREGON CITY. THE AMOUNT OF THE GUARANTEE IS 15% OF THE PUBLIC IMPROVEMENTS COST.
10. THE CONTRACTOR SHALL KEEP AN APPROVED SET OF PLANS ON THE PROJECT SITE AT ALL TIMES.
11. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT "REDLINE DRAWINGS" TO PROJECT ENGINEER FOR PREPARATION OF RECORD DRAWINGS. "REDLINE DRAWINGS" DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS; THEY ALSO RECORD A DESCRIPTION OF CONSTRUCTION MATERIALS ACTUALLY USED (PIPE MATERIAL, ETC.). FROM THE INFORMATION CONTAINED ON THESE REDLINE DRAWINGS, AS WELL AS ANY NOTES RECORDED BY THE PROJECT ENGINEER, THE PROJECT ENGINEER SHALL PREPARE AND SUBMIT RECORD DRAWINGS TO PUBLIC WORKS ENGINEERING DEVELOPMENT SERVICES (PAPER COPY FIRST FOR CITY APPROVAL AND THEN HIGH-RESOLUTION ELECTRONIC PDF FILE AS DIRECTED BY CITY STAFF). RECORD DRAWINGS ARE REQUIRED FOR ANY PUBLIC IMPROVEMENTS, AS WELL AS FOR ANY (PUBLIC OR PRIVATE) STORMWATER MANAGEMENT QUANTITY OR QUALITY CONTROL FACILITY. CITY ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS ARE TIED TO THE SUBMITTAL OF THESE RECORD DRAWINGS. CAD-GENERATED PLANS SHALL ALSO HAVE ELECTRONIC RECORD DRAWINGS SUBMITTED TO THE CITY IN COMPLIANCE WITH THE DIGITAL MAPPING REQUIREMENTS. COMPLY WITH LATEST CITY STANDARD FOR AS-BUILT RECORD DRAWINGS AND SURVEY.
12. CONTRACTOR SHALL ERECT AND MAINTAIN TEMPORARY TRAFFIC CONTROL PER THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), PART 6, AND DEVIATIONS TO THE MUTCD AS ADOPTED AND MODIFIED BY ODOT. SHOULD WORK BE IN AN EXISTING PUBLIC RIGHT OF WAY THAT IS OPEN TO TRAFFIC, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO APPROPRIATE CITY, COUNTY, AND STATE PERSONNEL FOR APPROVAL. APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK.
13. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET THE INTENT OF THE PROJECT CONTRACT DOCUMENTS, APPLICABLE AGENCY REQUIREMENTS AND OTHER WORK AS NECESSARY TO PROVIDE A COMPLETE PROJECT.
14. THERE SHALL BE NO ALTERATION OR VARIANCE FROM THE APPROVED PLANS. THE MINIMUM SUBMITTAL REQUIREMENTS FOR PLAN REVISIONS ARE AS FOLLOWS:
  - PLAN REVISIONS SHALL BE SUBMITTED ON AN 8 1/2" X 11" SHEET (MINIMUM) WITH A 2" BY 2" BLOCK SPACE FOR CITY APPROVAL; AND
  - PLAN REVISION SHALL BE WET STAMPED AND SIGNED BY PROJECT ENGINEER, AND
  - ANY REQUIRED ENGINEERING CALCULATIONS, OR OTHER AGENCY APPROVALS, SHALL BE INCLUDED WITH THE SUBMITTED REVISION.
  - UPON APPROVAL OF THE SUBMITTED REVISIONS, THE CITY ENGINEER SHALL AFFIX AN APPROVAL STAMP TO THE REVISED PLAN SKETCH AND THE PLAN SHALL BE RETURNED TO THE PROJECT ENGINEER. IT IS THE RESPONSIBILITY OF THE PROJECT ENGINEER TO DISTRIBUTE THE APPROVED PLAN REVISION TO ALL PARTIES TO WHOM THE ORIGINAL APPROVED PLANS WERE ISSUED. ALL APPROVED REVISIONS SHALL BE AFFIXED TO THE CONSTRUCTION FIELD PRINTS (ALSO KNOWN AS THE CONTRACTOR'S "REDLINE DRAWINGS").
15. CONTRACTOR SHALL PROVIDE EFFECTIVE EROSION PROTECTION TO INCLUDE, BUT NOT LIMITED TO, GRADING, DITCHING, HAY BALES, SILT FENCING, AND SEDIMENT BARRIERS TO MINIMIZE EROSION AND IMPACT TO ADJACENT PROPERTY. SEE SEPARATE EROSION AND SEDIMENT CONTROL NOTES AND APPROVED PLANS.
16. OPEN TRENCHES SHALL BE STRICTLY LIMITED TO A MAXIMUM OF 100 LINEAR FEET WITHIN ACTIVE STREET RIGHTS-OF-WAY UNLESS LIMITED TO A LESSER AMOUNT BY PERMIT. NO TRENCHES WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT. USE OF STEEL PLATES OVERNIGHT SHALL BE KEPT TO A MINIMUM AND IF USED SHALL BE FIRMLY SECURED WITH PINS AND COLD OR HOT A/C MIX.
17. CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES.
18. ANY PAVEMENT DISTORTION CAUSED BY THE CONSTRUCTION OPERATIONS SHALL BE TEMPORARILY REPAIRED SAME DAY OF OCCURRENCE (OR IN A TIME PERIOD AGREED TO WITH THE CITY INSPECTOR), USING COLD OR HOT A/C MIX. OWNER/CONTRACTOR SHALL BE REQUIRED TO MAINTAIN REPAIRED AREAS UNTIL CITY FINAL ACCEPTANCE IS GRANTED.
19. IF GROUND WATER SPRINGS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE PROJECT ENGINEER. THE PROJECT ENGINEER SHALL DIRECT THE CONTRACTOR TO TAKE MEASURES TO ENSURE THAT WATER IS NOT CONVEYED THROUGH UTILITY TRENCHES AND THE NATURAL FLOW PATH OF THE SPRING IS ALTERED AS LITTLE AS PRACTICABLE. THE PROJECT ENGINEER SHALL SUBMIT A REPORT SUMMARIZING THE FINDING TO THE CITY. IMPACTS AND MITIGATION SHALL BE ADDRESSED FOR CITY APPROVAL.
20. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS BEFORE THE START OF WORK. THE

- CONTRACTOR SHALL TAKE ALL NECESSARY FIELD MEASUREMENTS AND OTHERWISE VERIFY ALL DIMENSIONS AND EXISTING CONSTRUCTION CONDITIONS INDICATED AND/OR SHOWN ON THE PLANS. SHOULD ANY ERROR OR INCONSISTENCY EXIST, THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED UNTIL REPORTED TO THE PROJECT ENGINEER FOR CLARIFICATION OR CORRECTION.
21. ANY INSPECTION BY THE CITY, COUNTY, STATE, FEDERAL AGENCY OR PROJECT ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE APPLICABLE CODES, REGULATIONS, CITY STANDARDS AND PROJECT CONTRACT DOCUMENTS.
  22. PROJECT PLANS SHALL ALWAYS HAVE AN ENGINEER-OF-RECORD PERFORMING THE FUNCTION OF PROJECT ENGINEER. IF THE PROJECT ENGINEER IS CHANGED DURING THE COURSE OF THE WORK, THE CITY SHALL BE NOTIFIED IN WRITING AND THE WORK SHALL BE STOPPED UNTIL THE REPLACEMENT ENGINEER HAS AGREED TO ACCEPT THE RESPONSIBILITIES OF THE PROJECT ENGINEER. THE NEW PROJECT ENGINEER SHALL PROVIDE WRITTEN NOTICE OF ACCEPTING PROJECT RESPONSIBILITY TO THE CITY WITHIN 72 HOURS OF ACCEPTING THE POSITION AS PROJECT ENGINEER.
  23. FOR UTILITY TRENCHES 12- FEET IN DEPTH AND UNDER; COMPLETE A MINIMUM OF ONE COMPACTION DENSITY TEST AT APPROXIMATELY ONE HALF OF THE TRENCH DEPTH AND AN ADDITIONAL TEST AT OR NEAR THE SURFACE. FOR TRENCHES OVER 12- FEET IN DEPTH; COMPLETE ONE COMPACTION DENSITY TEST AT APPROXIMATELY 4- FEET ABOVE THE PIPE, ONE TEST AT OR NEAR THE SURFACE AND ONE ADDITIONAL TEST APPROXIMATELY HALF WAY IN BETWEEN. COMPACTION DENSITY TESTS SHALL BE PERFORMED AT A MINIMUM EVERY 100 FEET.
  24. ALL EXISTING PIPE 6 INCHES IN DIAMETER OR GREATER THAT ARE REQUIRED TO BE ABANDONED IN PLACE SHALL BE FILLED WITH CLSM, CDF, OR OTHER MATERIAL AS APPROVED BY THE CITY ENGINEER.

**ENGINEERED GRADING NOTES:**

1. PROJECT GRADING LIMITS SHALL BE WITHIN THE PROJECT'S PROPERTY BOUNDARY AND/OR STREET RIGHT-OF-WAY, UNLESS OTHERWISE SHOWN ON PLANS. NO GRADING SHALL BE CONDUCTED IN WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS UNLESS SPECIFICALLY SHOWN ON THE APPROVED PLANS.
2. THE IDENTIFICATION OR REMOVAL OF UNSUITABLE MATERIAL SHALL BE DONE WITH CONSULTATION WITH THE PROJECT ENGINEER OR PROJECT'S GEOTECHNICAL ENGINEER.
3. REMOVE AND DISPOSE OF ALL ORGANIC AND/OR UNSUITABLE MATERIALS, INCLUDING TREES, STUMPS, ROOTS, BRUSH, AND GRASS IN SUCH A MANNER TO MEET ALL APPLICABLE REGULATIONS. ON-SITE DISPOSAL SHALL BE AS DETERMINED BY THE PROJECT ENGINEER OR PROJECT'S GEOTECHNICAL ENGINEER.
4. STOCKPILE EXCESS SOIL MATERIAL ON-SITE AS DIRECTED BY THE PROJECT ENGINEER, PROJECT'S GEOTECHNICAL ENGINEER, OR APPROVED PLANS (UNLESS APPROVED PLANS IDENTIFY EXCESS EXCAVATION IS TO BE REMOVED FROM THE SITE).
5. THE CONTRACTOR SHALL PROTECT ALL TREES NOT SPECIFICALLY SHOWN TO BE REMOVED ON APPROVED PLANS.
6. GRADE THE SITE TO THE ELEVATIONS SHOWN ON THE DRAWING WITH THE NECESSARY ADJUSTMENTS TO ACCOMMODATE THE FINISH GRADES AS SPECIFIED. SHAPE FUTURE PAVED AREAS PER THE PLANS TO A SUBGRADE ELEVATION THAT WILL ACCOMMODATE FUTURE BASE ROCK AND PAVING.
7. STRAIGHT GRADES SHALL BE RUN BETWEEN FINISH GRADE AND/OR FINISH CONTOUR LINES SHOWN, UNLESS OTHERWISE NOTED. FINISH GRADES ARE TO DRAIN AS INDICATED ON THE PLANS. ROUGH GRADING SHALL BE FINISHED BY BLADING AND RAKING TO REASONABLE SMOOTH CONTOURS WITH GENTLE TRANSITIONS.
8. ALL CUT OR FILL SLOPES SHALL BE CONSTRUCTED AT NO STEEPER THAN FOUR (4) HORIZONTAL TO ONE (1) VERTICAL UNLESS OTHERWISE SHOWN ON APPROVED PLANS.
9. AREAS TO RECEIVE FILL MATERIALS SHALL BE PREPARED BY REMOVING ALL ORGANIC AND UNSUITABLE MATERIALS AND "PROOF ROLLED". BENCHING MAY BE REQUIRED. MATERIAL IN SOFT SPOTS WITHIN A PROPOSED BUILDING ENVELOPE, PAVED AREA, OR SIDEWALK AREA SHALL BE REMOVED TO THE DEPTH REQUIRED (AS DIRECTED BY THE PROJECT'S GEOTECHNICAL ENGINEER) AND SHALL BE REPLACED WITH SUITABLE BACKFILL.
10. THE CONSTRUCTION OF STRUCTURAL FILLS AND/OR EXCAVATIONS CONNECTED WITH ANY PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE WRITTEN RECOMMENDATIONS MADE BY THE PROJECT'S GEOTECHNICAL ENGINEER IN AN APPROVED REPORT.
11. COMPACTION TESTS AND REPORTS FOR EACH LOT SHALL BE CONDUCTED BY AN APPROVED TESTING LABORATORY, TEST FREQUENCY SHALL BE PER THE PROJECT ENGINEER, OR PROJECT'S GEOTECHNICAL ENGINEER. TESTING TO COMMENCE WITH FILL ACTIVITIES AND AS A MINIMUM, ONE TEST WILL BE TAKEN FOR EVERY 500 CUBIC YARDS PLACED.
12. IF DUSTY CONDITIONS EXIST, THE PERMITTEE SHALL APPLY A FINE SPRAY OF WATER ON THE SURFACE TO CONTROL THE DUST.
13. ENGINEERED FILL IN THE BUILDING ENVELOPE SHALL BE CERTIFIED BY THE PROJECT ENGINEER. THIS CERTIFICATION SHALL BE SENT TO THE CITY BUILDING OFFICIAL UPON SUBMISSION OF THE BUILDING PERMIT IF IT HAS NOT ALREADY BEEN RECEIVED BY THE CITY BUILDING OFFICIAL.

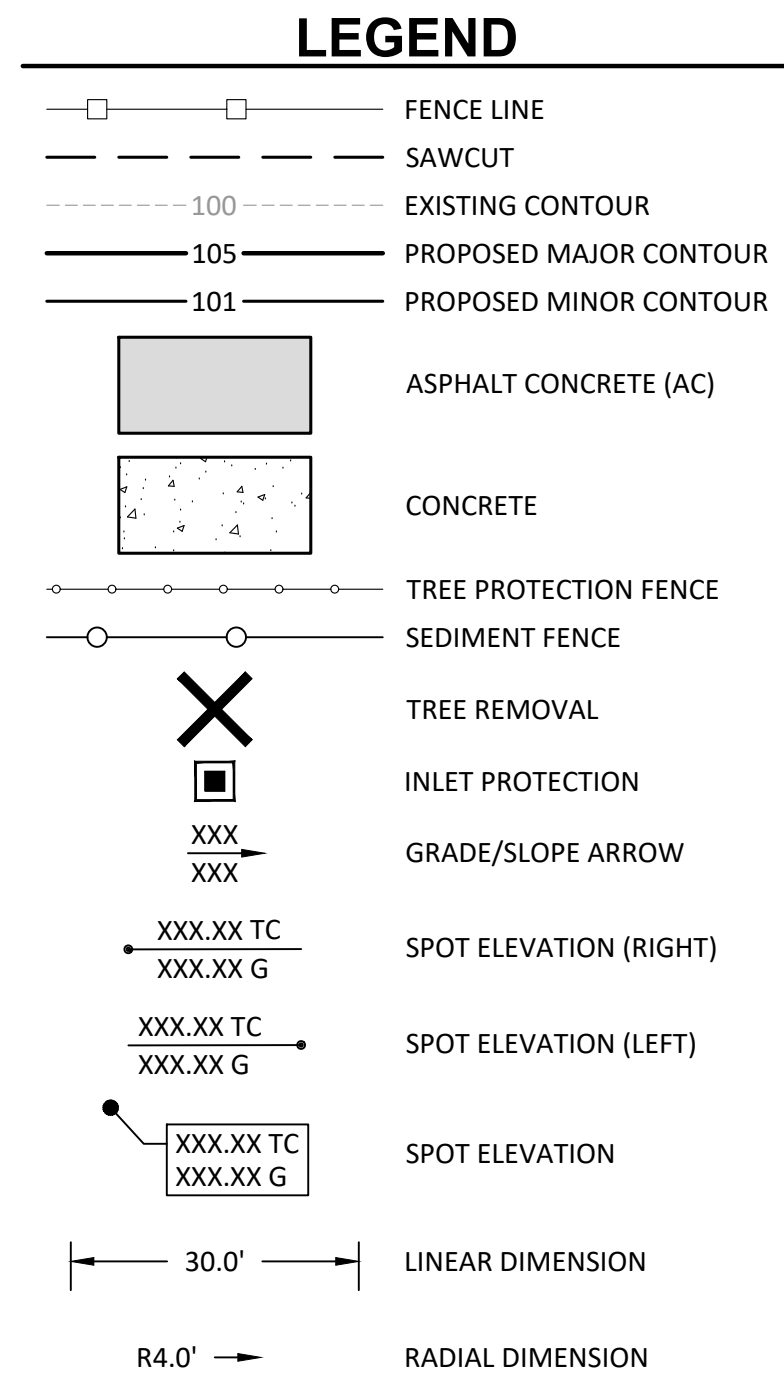
**STREET SYSTEM NOTES:**

1. ENGINEERED FILL SHALL BE PLACED ON AREAS STRIPPED OF ALL ORGANIC MATERIALS IN LIFTS NOT TO EXCEED 8-INCHES IN DEPTH AND EACH LAYER SHALL BE SEPARATELY AND THOROUGHLY COMPACTED. FILL MATERIALS SHALL BE PLACED WITHIN 2% OF THE OPTIMUM MOISTURE AND NO LESS THAN 95% COMPACTION PER AASHTO T 180. CONTRACTOR SHALL SUBMIT TEST RESULTS TO THE ENGINEER OF RECORD AND CITY PUBLIC WORKS INSPECTOR.
2. MATERIAL IN SOFT SPOTS WITHIN THE ROADWAY SHALL BE REMOVED TO THE DEPTH REQUIRED TO PROVIDE A FIRM FOUNDATION AND SHALL BE REPLACED WITH 1-1/2" - 0" CRUSHED ROCK. THE ENTIRE SUBGRADE SHALL BE THOROUGHLY COMPACTED AT THE LOWEST MOISTURE CONTENT AT WHICH A HANDFUL OF SOIL CAN BE MOULDED BY A FIRM CLOSING OF THE HAND. MINIMUM OF 95% COMPACTION AASHTO T 180 REQUIRED.
3. THE SUB GRADE SHALL BE COMPACTED PER ODOT/APWA PART 3, SECTION 00331. CONTRACTOR SHALL SUBMIT TEST RESULTS TO THE ENGINEER OF RECORD AND CITY PUBLIC WORKS INSPECTOR. THE REQUIRED DENSITY OF TREATED AND UNTREATED SUBGRADE MATERIALS SHALL NOT BE LESS THAN 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T 180.
4. CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY WHEN SUBGRADE IS COMPLETE, 24 HOURS PRIOR TO PLACEMENT OF ROCK BASE MATERIAL, AND 24 HOURS PRIOR TO FINAL PAVING FOR AN INSPECTION OF THE WORK. FAILURE TO DO SO WILL MAKE ANY SUBGRADE FAILURE OR DRAINAGE PROBLEMS THE RESPONSIBILITY OF THE CONTRACTOR.
5. THE AGGREGATE ROAD BASE SHALL BE COMPACTED PER ODOT/APWA PART 6, SECTION 00640 AND 00641. WITH MATERIALS MAINTAINED WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT. CONTRACTOR SHALL BEGIN COMPACTION OF EACH LAYER IMMEDIATELY AFTER THE MATERIAL IS SPREAD AND CONTINUE UNTIL A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DENSITY HAS BEEN ACHIEVED USING AASHTO T 180. CONTRACTOR SHALL SUBMIT TEST RESULTS TO THE ENGINEER OF RECORD AND CITY PUBLIC WORKS INSPECTOR. TESTING FREQUENCY SHALL BE ONE TEST PER EVERY 100 LINEAR FEET MINIMUM AND MORE FREQUENTLY AT THE DISCRETION OF THE CITY PUBLIC WORKS INSPECTOR IF TESTS ARE NOT MEETING A MINIMUM OF 95% COMPACTION PER AASHTO T-180.
6. ASPHALT CONCRETE PAVEMENT MIX SHALL BE DESIGNED FROM A MIX FORMULA APPROVED BY ODOT FOR MATERIAL USED OR AS NOTED ON THESE PLANS. CONTRACTOR TO PROVIDE ENGINEER OF RECORD AND CITY WITH CERTIFICATE OF COMPLIANCE FROM ASPHALT PAVEMENT PLANT UNLESS OTHERWISE INDICATED.
7. THE ASPHALT CONCRETE PAVEMENT MIX SHALL BE COMPACTED PER ODOT/APWA PART 7, SECTION 00744 WITH TESTING BY NUCLEAR GAUGE TO AT LEAST 92% OF THEORETICAL MAXIMUM DENSITY (RICE DENSITY) PER AASHTO T 209 ON ALL LIFTS. CONTRACTOR SHALL SUBMIT TEST RESULTS TO THE ENGINEER AND CITY. TESTING FREQUENCY SHALL BE ONE TEST PER EVERY 100 LINEAR FEET MINIMUM AND MORE FREQUENTLY AT THE DISCRETION OF THE CITY PUBLIC WORKS INSPECTOR IF TESTS ARE NOT MEETING A MINIMUM OF 92% COMPACTION PER AASHTO T-209.
8. EXCESS EXCAVATION MAY BE SPREAD AND COMPACTED EVENLY ON THE SITE IN DEPTHS OF LESS THAN ONE FOOT PER THE SITE GRADING PLAN. VEGETATION AND TOPSOIL TO BE STRIPPED ON FILL AREAS PRIOR TO FILLING. COMPACTION OF 95% OF AASHTO T 180 IS REQUIRED IN BUILDABLE AREAS. CONTRACTOR SHALL ACHIEVE 85% COMPACTION IN NON-BUILDABLE AREAS. PROPER CITY OR COUNTY FILL PERMIT SHALL BE OBTAINED IF EXCESS EXCAVATION IS HAULED OFF SITE.
9. MONUMENT BOX LOCATIONS SHALL BE PLACED AT THE BEGINNING, END, CENTERLINE INTERSECTION, POINT OF CURVATURE AND POINT OF TANGENCY FOR ALL STREETS, AND IN ACCORDANCE WITH CLACKAMAS COUNTY SURVEYOR STANDARDS. CONTACT PROJECT SURVEYOR FOR REQUIRED LOCATIONS. THE CONTRACTOR SHALL INSTALL THE MONUMENT BOXES IN STREET AREAS WHERE MARKED BY THE SURVEYOR AND IN ACCORDANCE WITH CLACKAMAS COUNTY MONUMENT STANDARDS AND CITY STREET STANDARDS.
10. ALL MATERIALS, INSPECTIONS, AND TESTS SHALL BE IN ACCORDANCE WITH CITY OF OREGON CITY STANDARD SPECIFICATIONS AND THE MOST RECENT EDITION OF THE OREGON ODOT/APWA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
11. MONOLITHIC CURB AND GUTTER IS REQUIRED UNLESS OTHERWISE NOTED.
12. PROOF ROLL WITH A LOADED WATER TRUCK OR 10-11 CUBIC YARDS LOADED GRAVEL TRUCK IS REQUIRED PRIOR TO CURB PLACEMENT AND PRIOR TO PAVING.
13. CONTRACTOR SHALL INSTALL ADA RAMPS AND SIDEWALKS AS SHOWN IN ACCORDANCE WITH CITY STANDARD DRAWINGS.
14. ADA RAMPS AND SIDEWALKS SHALL BE A MINIMUM OF 4-INCH THICK CONCRETE WITH 4-INCHES OF COMPACTED 3/4" - 0" - CRUSHED ROCK BASE COURSE.
15. DRIVEWAY APPROACHES SHALL BE A MINIMUM OF 6-INCH THICK CONCRETE WITH 6-INCH BY 6- INCH - 10 GAUGE STEEL MESH ON TOP OF

16. BLOCKS OVER 4-INCHES OF COMPACTED 3/4" - 0" - CRUSHED ROCK BASE COURSE.
17. ALL CONCRETE SHALL BE AIR ENTRAINED, MINIMUM 4.5%, WITH A MINIMUM COMPRESSIVE BREAKING STRENGTH OF 4,000 PSI AFTER 28 DAYS. PRIOR TO INSTALLATION OF CURB AND GUTTER, ADA RAMPS OR SIDEWALK, THE PROJECT ENGINEER OF RECORD AND CITY PUBLIC WORKS INSPECTOR SHALL BE CONTACTED TO INSPECT STRING LINE, FORMWORK, BASE COMPACTION, AND RELATED ITEMS.
18. EXISTING PRIVATE UTILITIES SHALL BE RELOCATED IF NECESSARY. CONTRACTOR SHALL COORDINATE THIS WORK.
19. ALL UTILITY CROSSINGS SHALL BE PLACED PRIOR TO PROOF ROLL TEST FOR CURB INSTALLATION. THE NUMBER OF CROSSINGS, EXACT LOCATION, DEPTH, CONDUIT TYPE, ETC. SHALL BE SPECIFIED BY THE PRIVATE UTILITY CARRIERS. CONTRACTOR SHALL COORDINATE.
20. CONTRACTOR SHALL CONTACT CITY PUBLIC WORKS INSPECTOR TO SCHEDULE PRE-PAVING CONFERENCE PRIOR TO COMMENCING PAVING OPERATIONS.
21. FURNISH A TWELVE-FOOT (12-FOOT) STRAIGHTEDGE. TEST WITH A TWELVE-FOOT (12-FOOT) STRAIGHTEDGE PARALLEL TO AND PERPENDICULAR TO THE CENTERLINE, AS DIRECTED. THE PAVEMENT SURFACE SHALL NOT VARY BY MORE THAN ONE-QUARTER-INCH (1/4 INCH). MARK AREAS NOT MEETING THE SURFACE TOLERANCE. THESE TOLERANCES SHALL APPLY WHEN WATER VALVE BOXES, MANHOLE CASTINGS AND OTHER UTILITY APPURTENANCES CAN BE ADJUSTED BEFORE OR DURING THE PAVING OPERATIONS.

**MISC. UTILITIES**

22. ELECTRICAL, TELEPHONE, GAS, AND TV INSTALLATION SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE UTILITY COMPANY INCLUDING REQUIREMENTS FOR UTILITY CROSSING SLEEVES.
23. ALL PROPOSED POWER, TELEPHONE, GAS, AND TV SERVICES ON SITE SHALL BE PLACED UNDERGROUND.
24. TRENCH BACKFILL WITHIN THE PUBLIC RIGHT OF WAY TO BE CRUSHED ROCK PER CITY OF OREGON CITY STANDARDS. THIS APPLIES TO ALL UTILITY INSTALLATIONS: STORM, SANITARY, WATER, IRRIGATION CROSSINGS, PRIVATE UTILITIES.
25. PLACE DETECTABLE MARKING TAPE AND TRACER WIRE IN THE TRENCH DIRECTLY ABOVE, PARALLEL TO, AND ALONG THE ENTIRE LENGTH OF ALL NONMETALLIC PIPE AND CONDUIT.



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			DATE:	07/29/2021
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<b>GENERAL NOTES</b>	SHEET NO.
<b>RED SOILS CAMPUS PARKING SECURITY</b>	<b>C0.1</b>
CLACKAMAS COUNTY, OREGON	JOB NO. <b>CLA-99</b>

# PERMIT SET

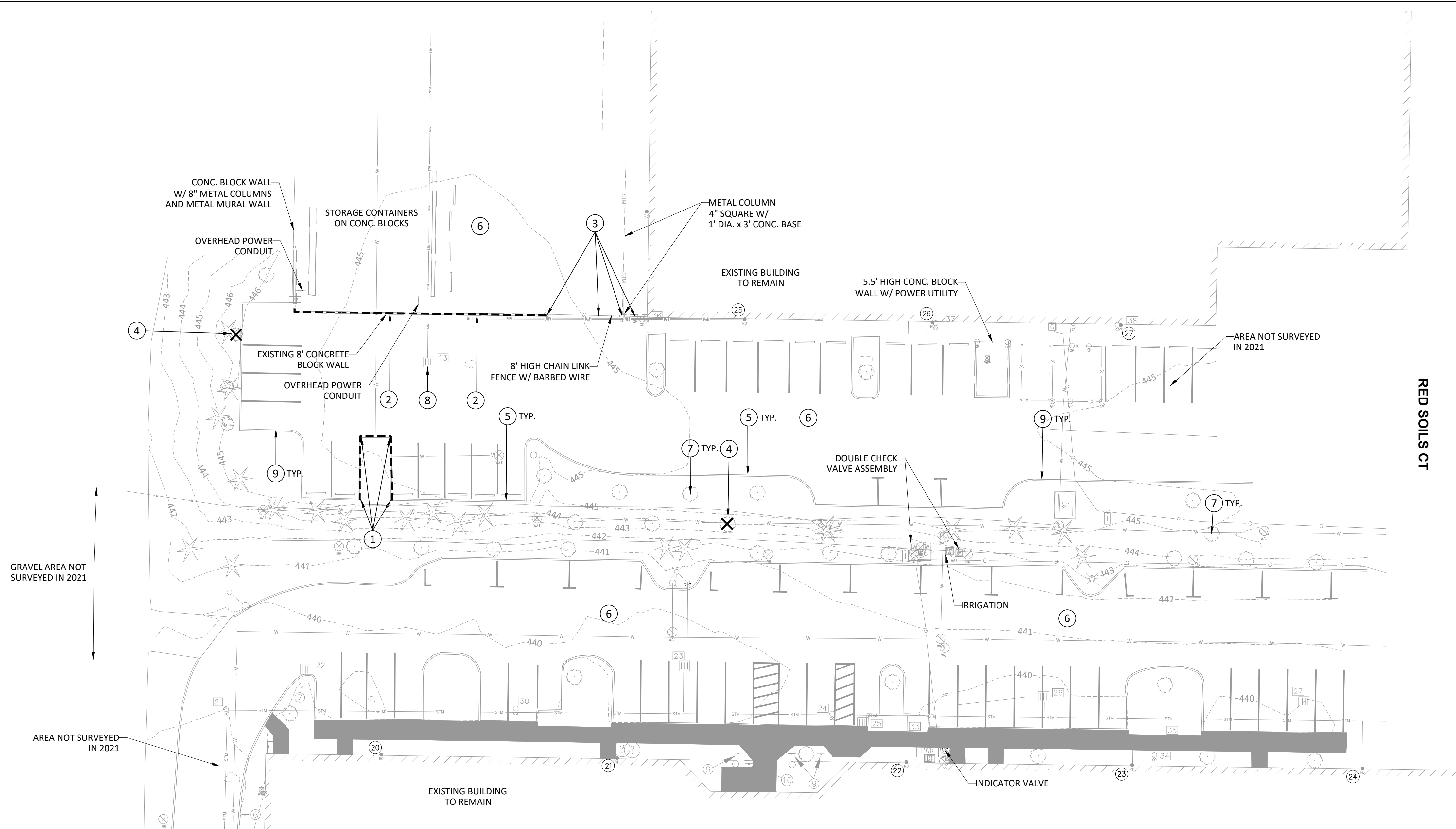


**CONSTRUCTION NOTES:**

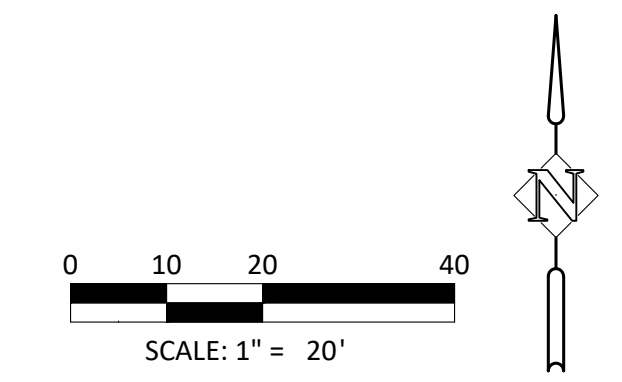
- ① REMOVE EXISTING CURB.
- ② REMOVE EXISTING CONCRETE BLOCK WALL.
- ③ REMOVE EXISTING GATE AND GATE POSTS.
- ④ REMOVE EXISTING TREE.
- ⑤ PROTECT EXISTING CURB.
- ⑥ PROTECT EXISTING PAVEMENT TO REMAIN.
- ⑦ PROTECT EXISTING TREES.
- ⑧ PROTECT EXISTING STORM DRAIN.
- ⑨ EXISTING CURB TO REMAIN.

**LEGEND**

- LIMITS OF DEMOLITION
- X TREE REMOVAL

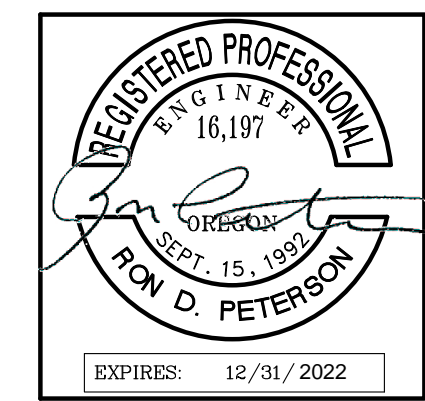


RED SOILS CT



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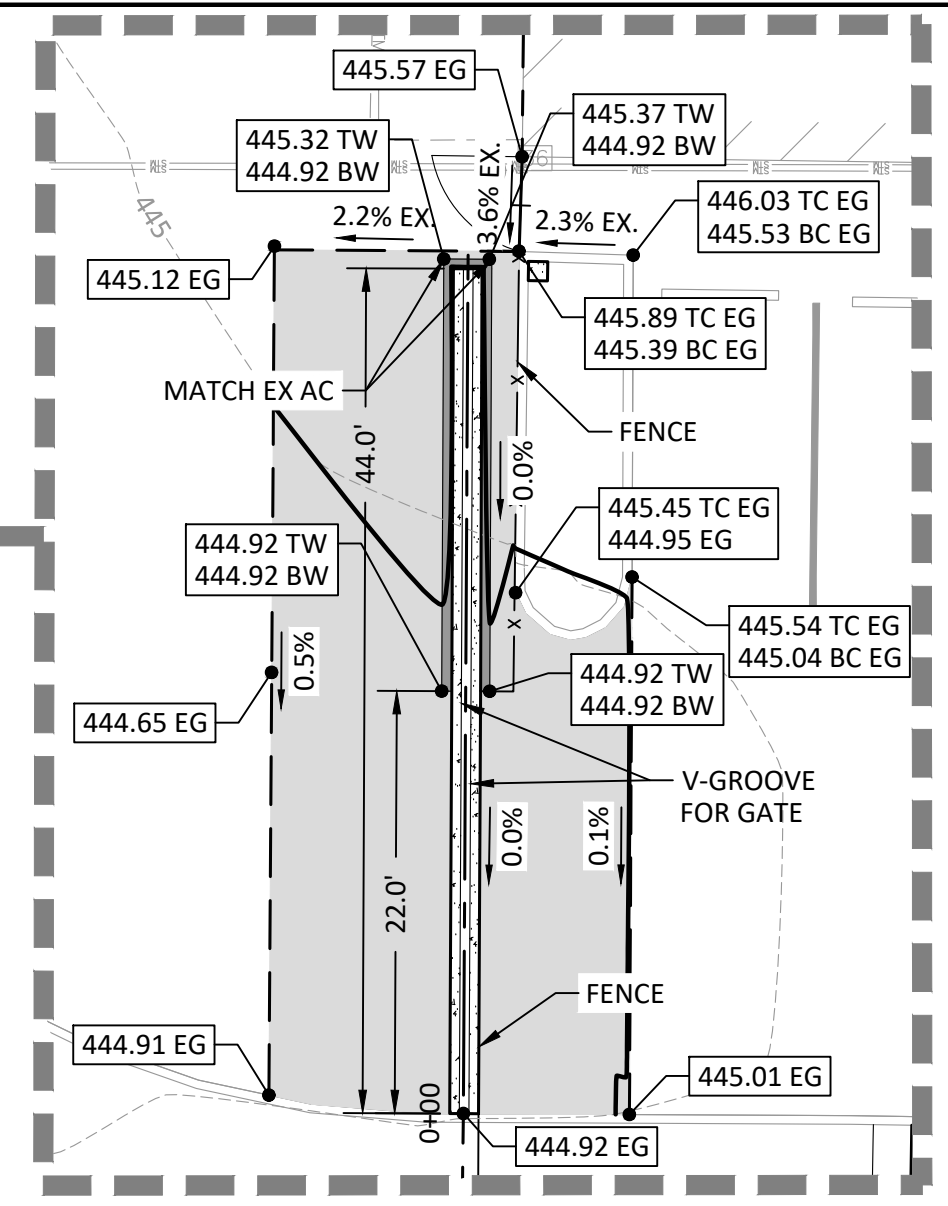
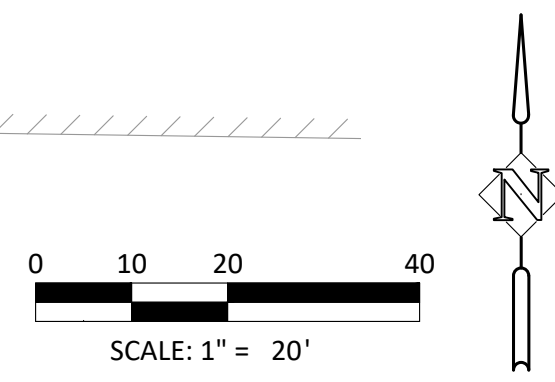
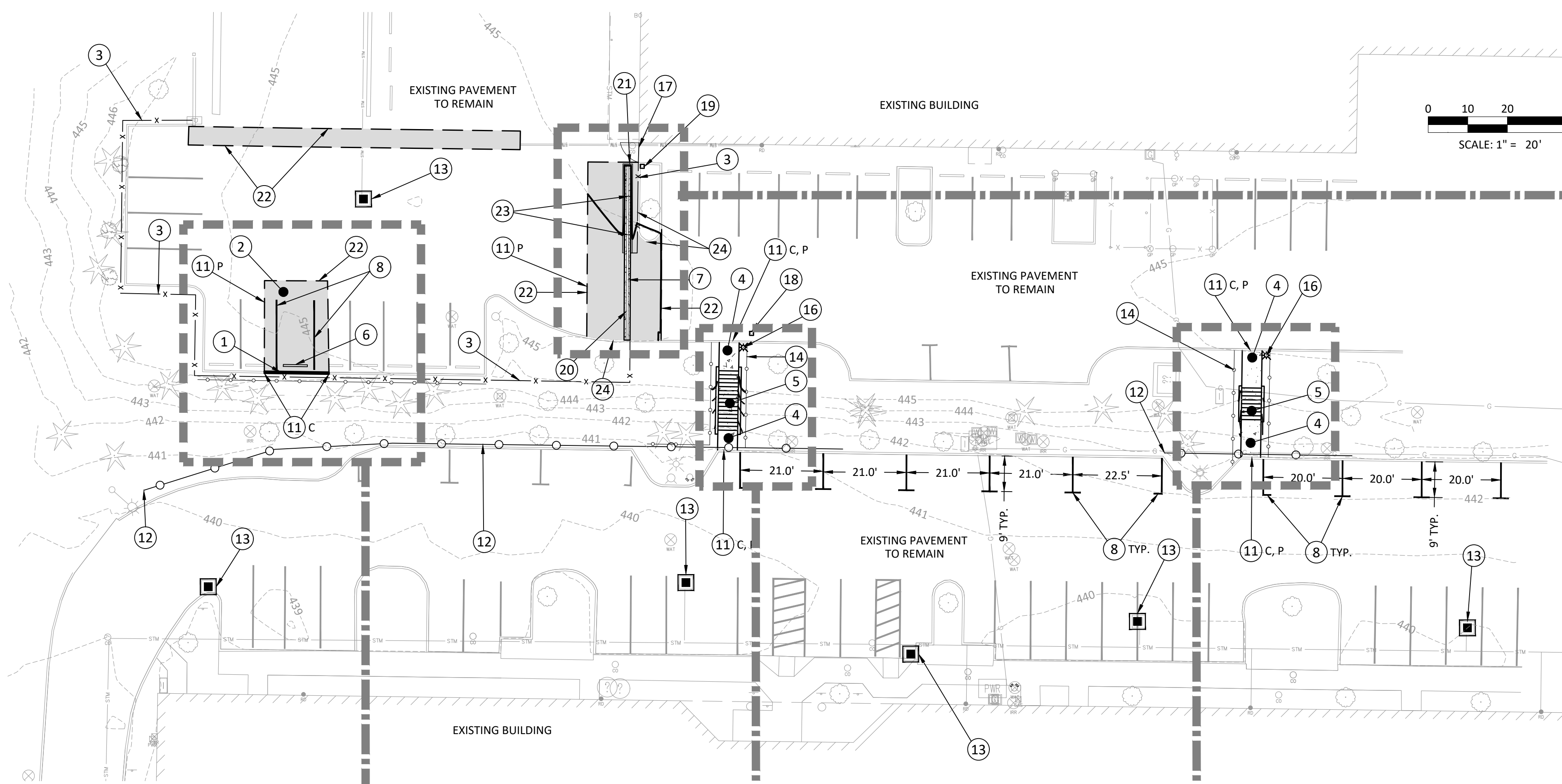
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**EXISTING CONDITIONS AND DEMOLITION PLAN  
 RED SOILS CAMPUS PARKING SECURITY**  
 CLACKAMAS COUNTY, OREGON

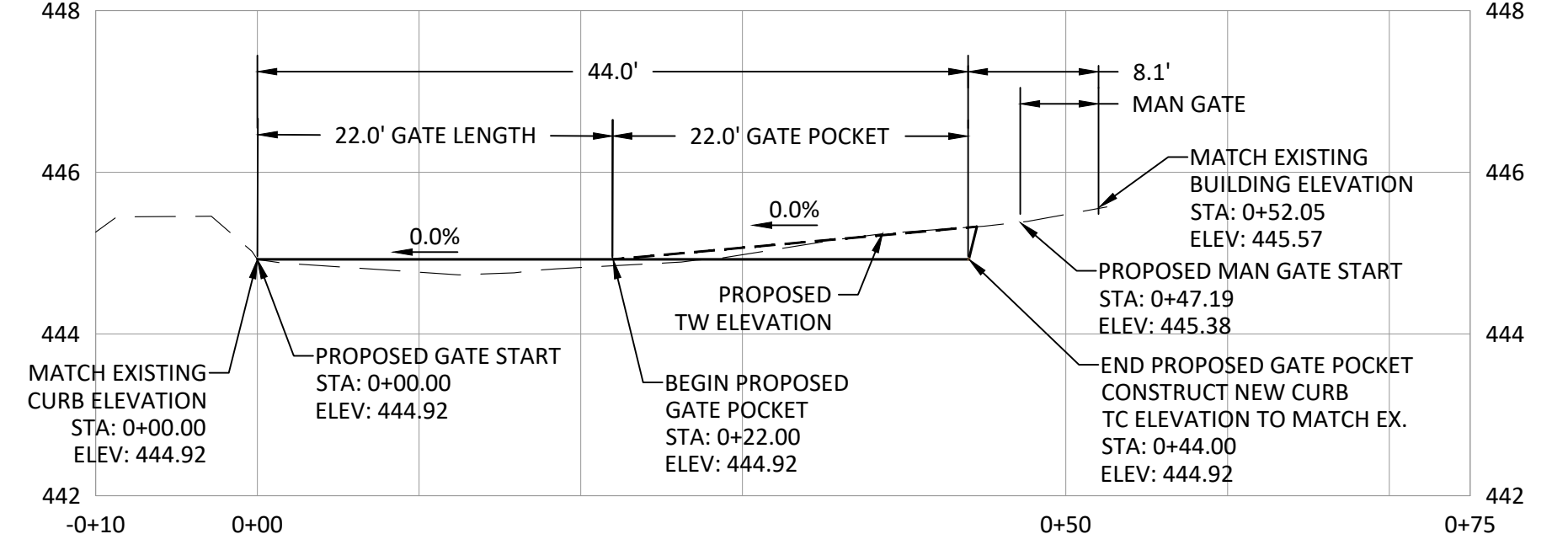
SHEET NO. <b>C1.0</b>
JOB NO. CLA-99

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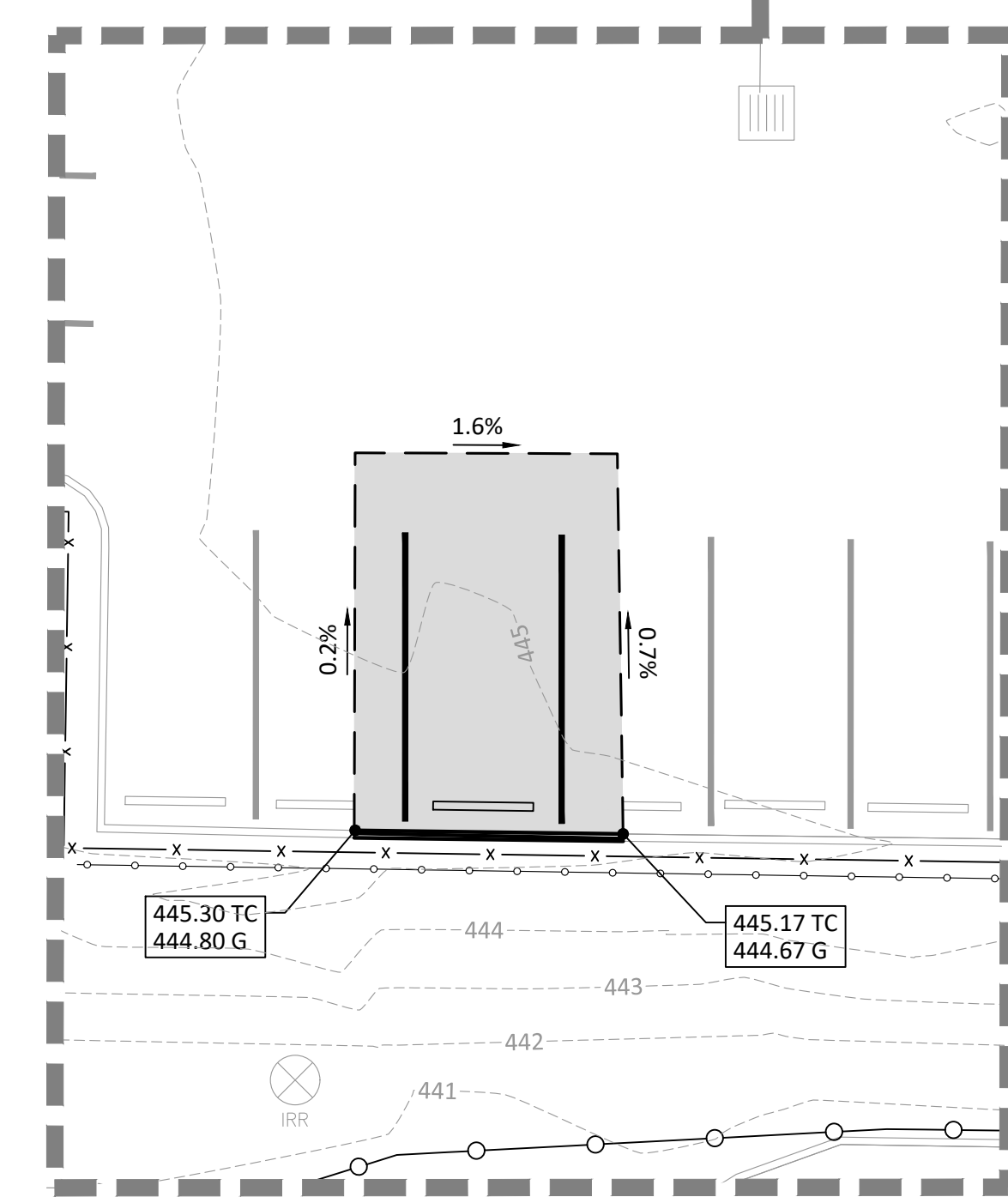




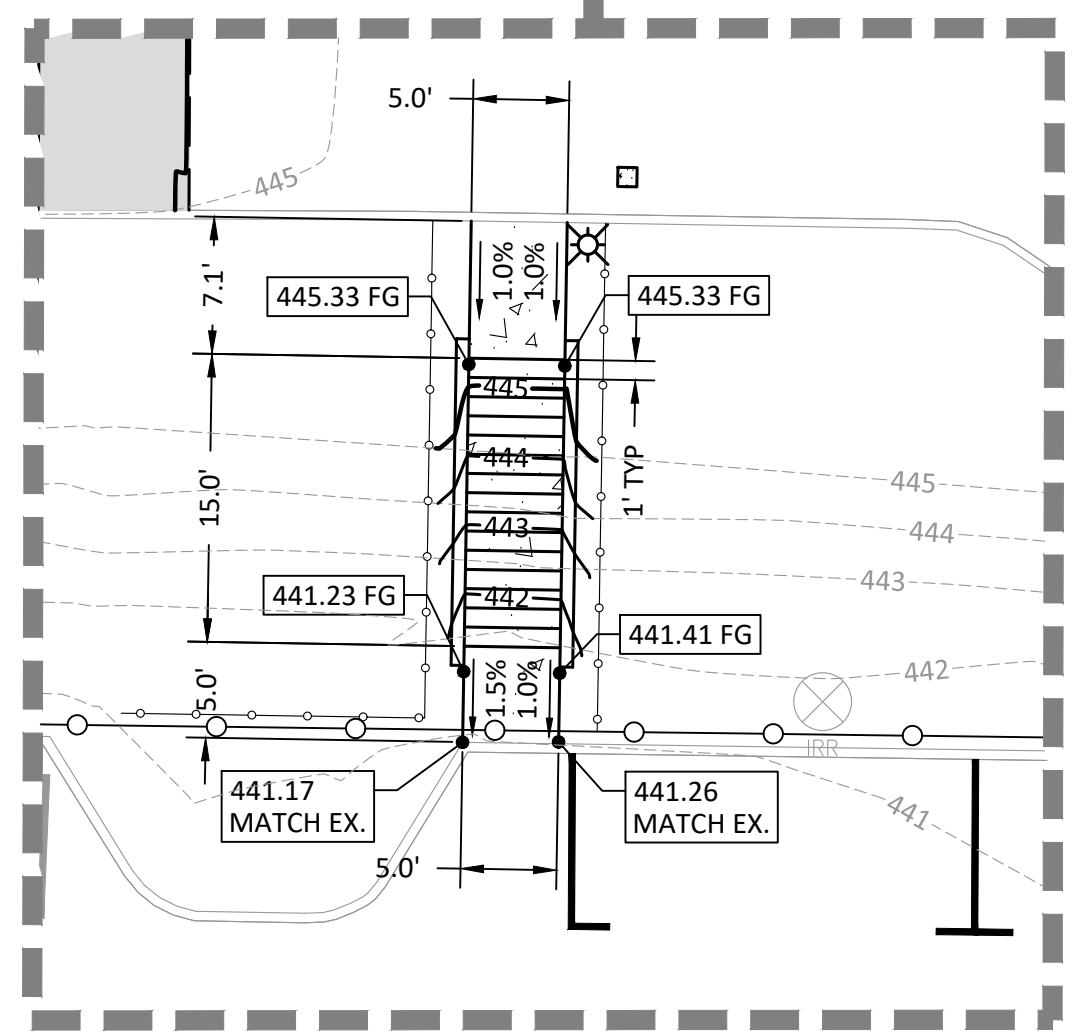
**GATE GRADING DETAIL**  
SCALE: 1"=10'



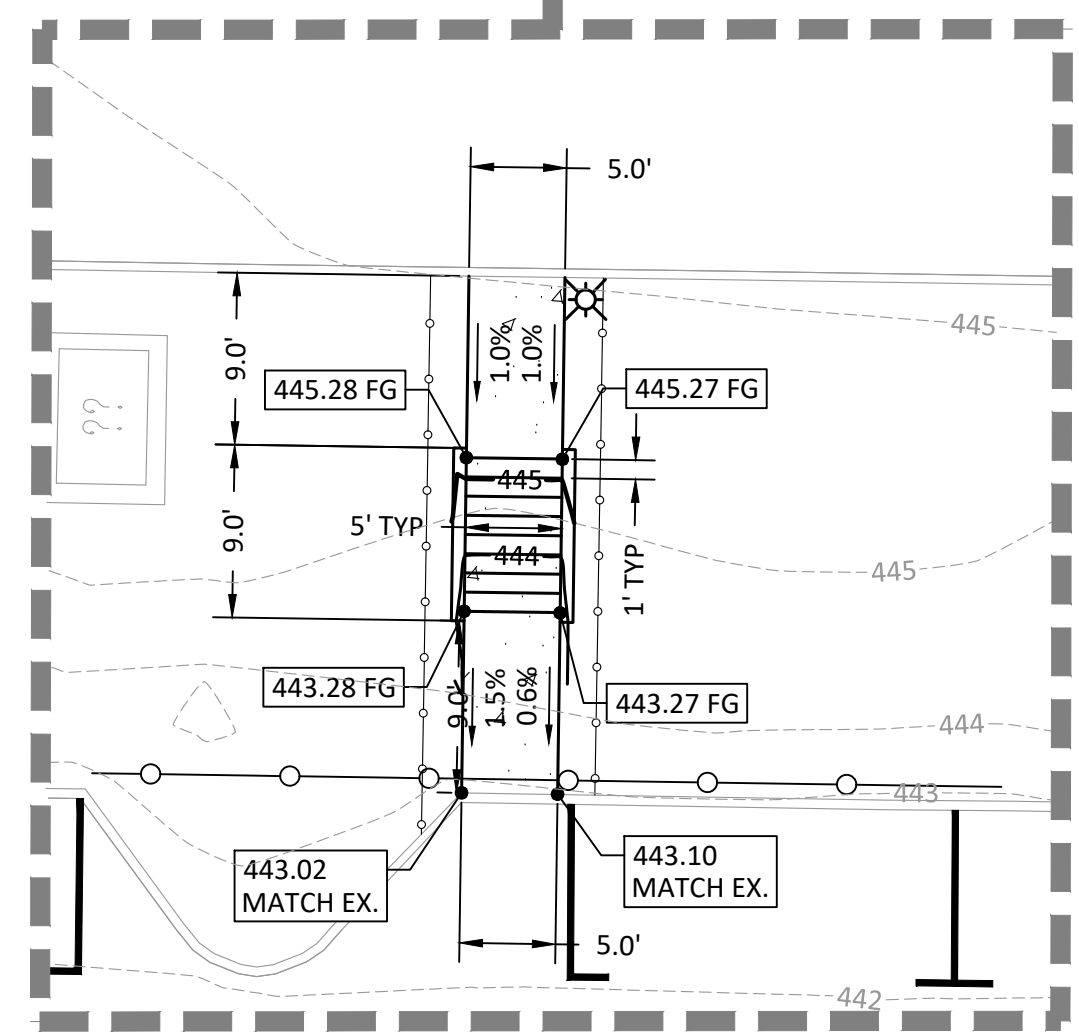
**PROPOSED GATE ALIGNMENT**  
SCALE: 1" = 10' (HORIZ.)  
1" = 2' (VERT.)



**PARKING LOT GRADING DETAIL**  
SCALE: 1"=10'



**STAIR 1 GRADING DETAIL**  
SCALE: 1"=10'



**STAIR 2 GRADING DETAIL**  
SCALE: 1"=10'

**CONSTRUCTION NOTES:**

- 1 CONSTRUCT NEW CURB PER DETAIL ON SHEET C3.0.
- 2 CONSTRUCT NEW ASPHALT PAVEMENT SECTION PER DETAIL ON SHEET C3.0.
- 3 CONSTRUCT NEW AMETCO "SHIELD" FENCE PER DETAIL ON SHEET C3.1. FENCE TO MATCH EXISTING SECURITY FENCE AT ADJACENT CUP SITE. CONTRACTOR TO OBTAIN AND PROVIDE SHOP DRAWINGS FOR PROPOSED FENCING.
- 4 CONSTRUCT NEW CONCRETE WALK PER DETAIL ON SHEET C3.0.
- 5 CONSTRUCT NEW CONCRETE STAIRS PER DETAIL ON SHEET C3.0.
- 6 CONSTRUCT NEW CONCRETE WHEEL STOP PER DETAIL ON SHEET C3.0.
- 7 CONSTRUCT NEW 20' WIDE AMETCO STEEL MECHANICAL SLIDING GATE WITH V-WHEEL ROLLER PER DETAIL ON SHEET C3.1. FENCE MANUFACTURER TO PROVIDE SPEC FOR REQUIRED MOTOR. CONTRACTOR TO PROVIDE POWER TO MOTOR.
- 8 INSTALL NEW 4" WHITE PARKING STRIPING.
- 11 MATCH EXISTING SIDEWALK (S), PAVEMENT (P), OR CURB (C). SIDEWALK AND CURB MATCH POINTS WILL VARY DEPENDING ON FIELD CONDITIONS. CURBS SHALL BE REMOVED AT EXISTING JOINT AND SIDEWALK PANELS SHOULD BE REMOVED/REPLACED IN THEIR ENTIRETY.
- 12 INSTALL SEDIMENT FENCE PER DETAIL ON SHEET C3.2.
- 13 INSTALL INLET PROTECTION PER DETAIL ON SHEET C3.2.
- 14 INSTALL TREE PROTECTION FENCE PER DETAIL ON SHEET C3.2.
- 16 INSTALL LUMINAIRE PER ELECTRICAL PLANS. CONTRACTOR TO VERIFY LOCATION AND PROVIDE POWER TO LUMINAIRE.
- 17 CONSTRUCT NEW AMETCO "SHIELD" PEDESTRIAN GATE PER DETAIL SHEET C3.1. FENCE AND GATE TO MATCH EXISTING FENCE AND PEDESTRIAN GATE AT ADJACENT CUP SITE.
- 18 INSTALL VEHICLE GATE READER ON CONCRETE PAD PER AMETCO MANUFACTURER SPECS. CONTRACTOR TO PROVIDE POWER TO READER. CONTRACTOR TO VERIFY LOCATION OF READER WITH OWNER.
- 19 INSTALL PEDESTRIAN GATE READER ON CONCRETE PAD PER AMETCO GATE MANUFACTURER SPECS. CONTRACTOR TO PROVIDE POWER TO READER. CONTRACTOR TO VERIFY LOCATION OF READER WITH OWNER.
- 20 CONTRACTOR TO INSTALL V-TRACK ROLLER SYSTEM FASTENED TO 18" WIDE CONTINUOUS CONCRETE PAD PER GATE MANUFACTURER SPECS AND DETAIL ON SHEET C3.0.
- 21 CONTRACTOR TO INSTALL WHEEL STOP AT END OF V-WHEEL ROLLER CHANNEL PER GATE MANUFACTURER SPECS.
- 22 SAWCUT EXISTING PAVEMENT AND RESTORE TO SECTION SHOWN ON DETAIL SHEET C3.0.
- 23 CONTRACTOR TO INSTALL V-TRACK ROLLER SYSTEM FASTENED TO 18" WIDE CONCRETE CHANNEL BORDERED BY 6" WIDE CONCRETE CURBS. CONCRETE CURBS VARY IN HEIGHT. REFER TO GATE GRADING DETAIL FOR ELEVATIONS. REFER TO GATE MANUFACTURER SPECS AND DETAIL ON SHEET C3.0.
- 24 PROTECT EXISTING CURB.

**PERMIT SET**

**SITE PLAN**  
**RED SOILS CAMPUS PARKING SECURITY**  
CLACKAMAS COUNTY, OREGON

SHEET NO.	<b>C2.0</b>
JOB NO.	

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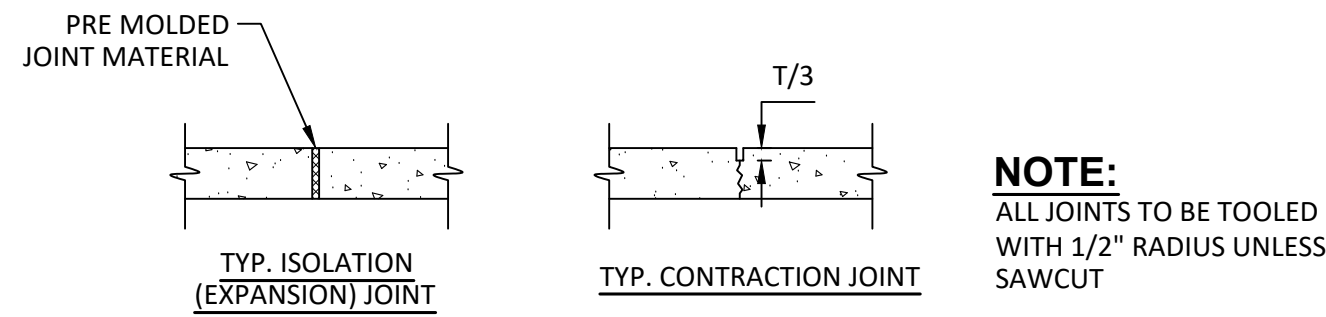
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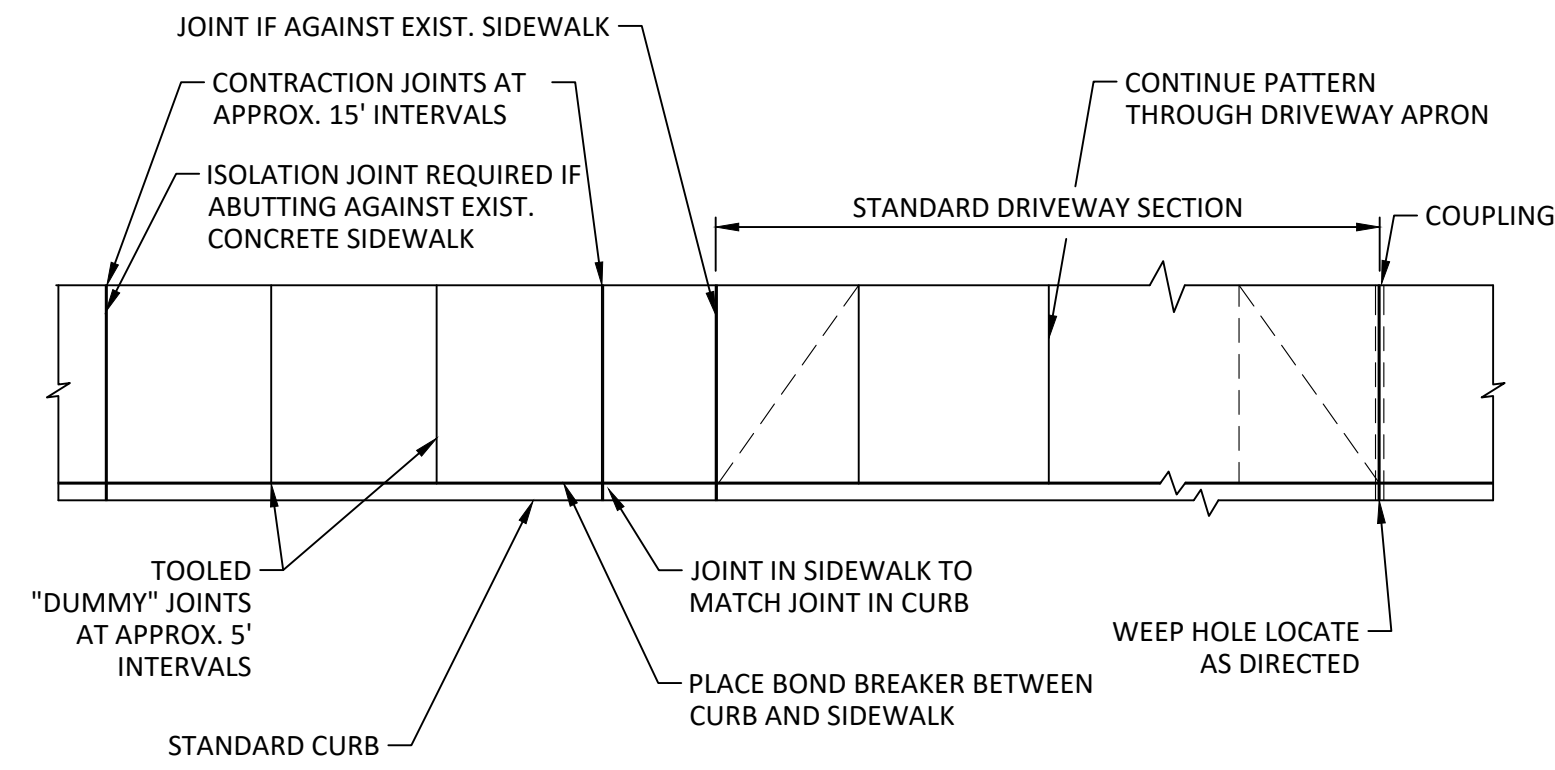
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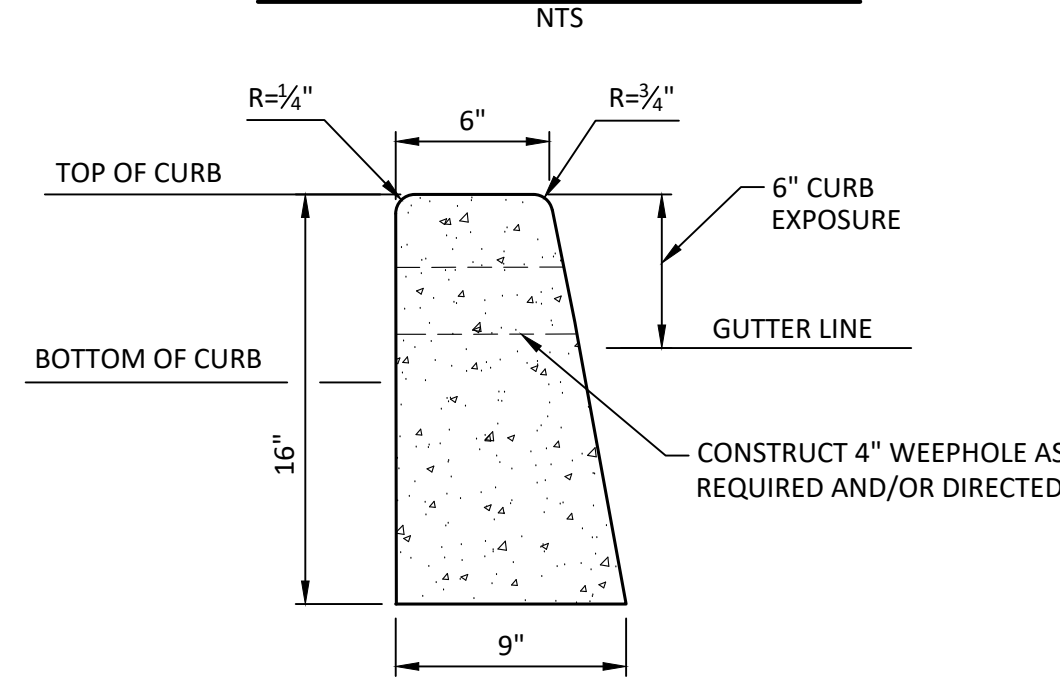


**CONCRETE PAVEMENT JOINTS**

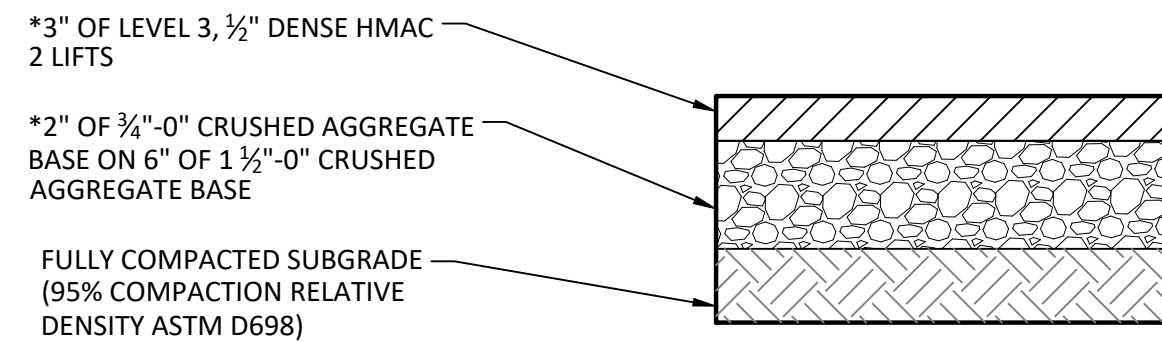


**NOTE:**  
SIDEWALKS 8 FEET AND WIDER SHALL HAVE A LONGITUDINAL CONTRACTION JOINT AT THE MIDPOINT.

**CONCRETE SIDEWALK**

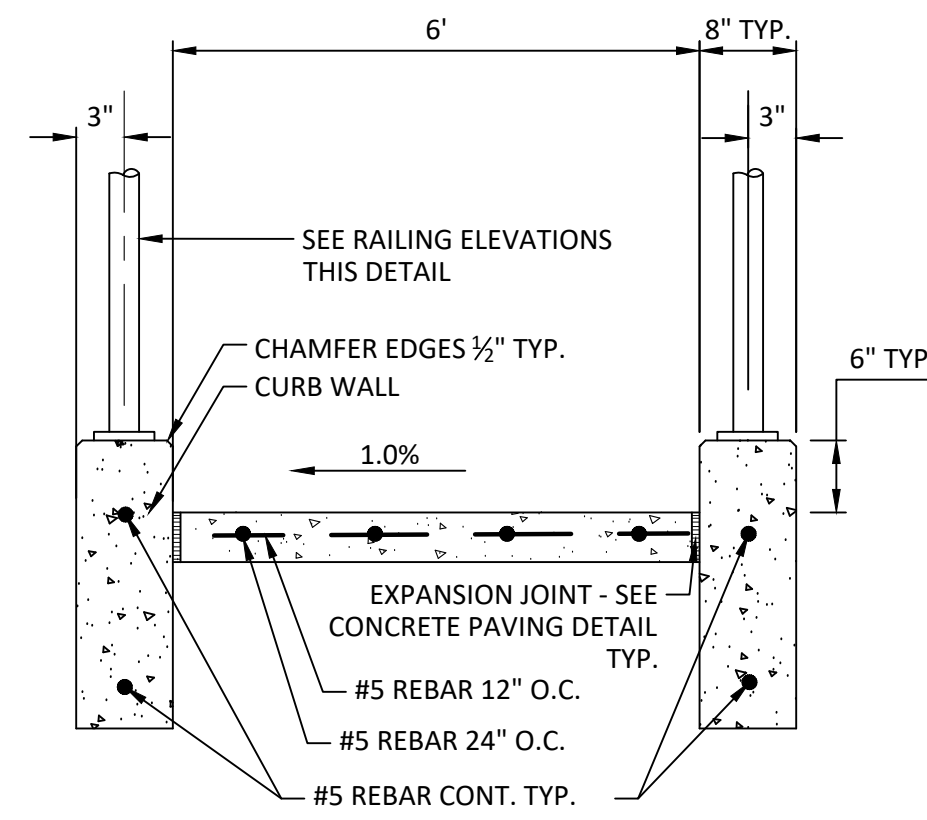


**STANDARD CURB**



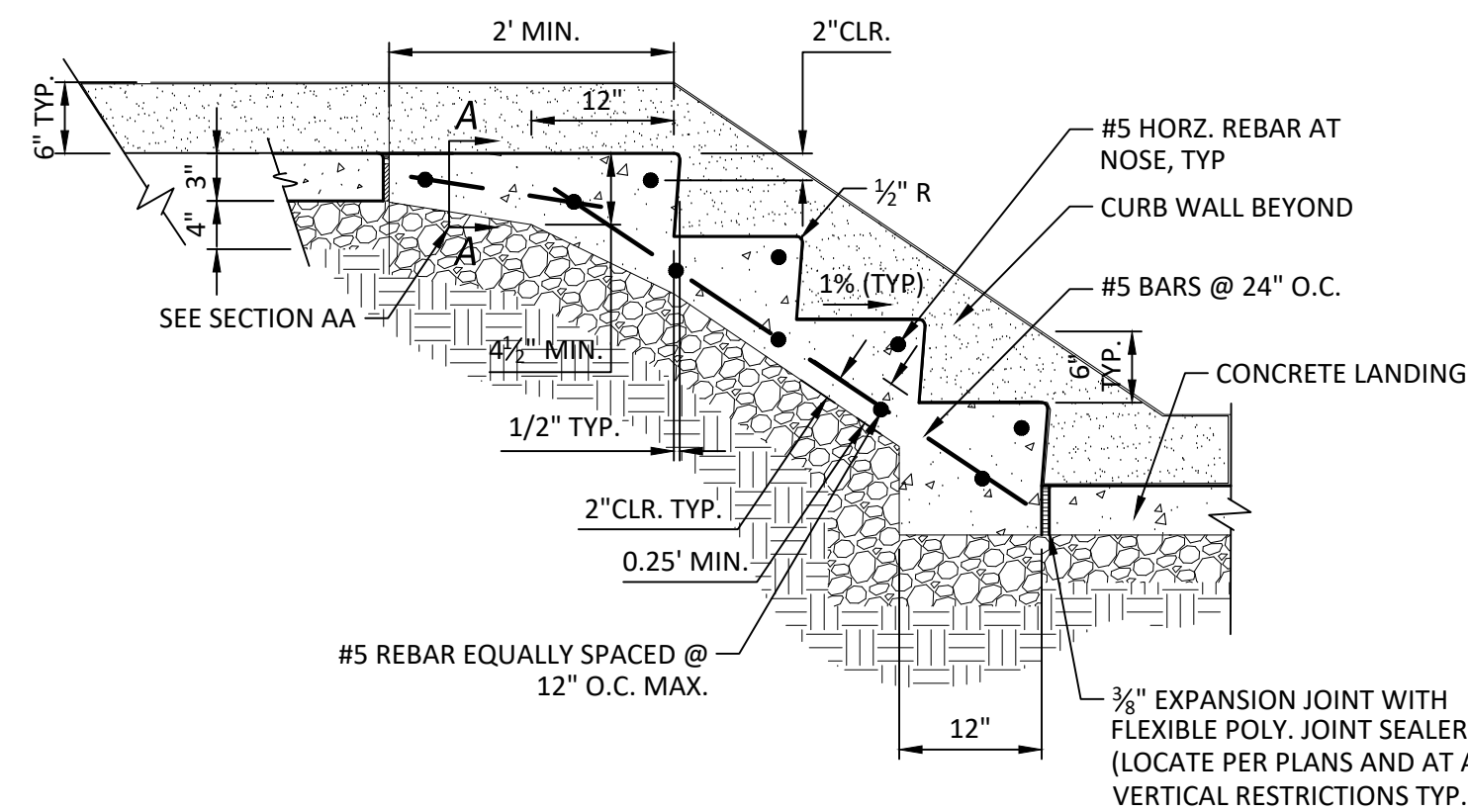
**ASPHALT PAVEMENT SECTION**

**NOTE:**  
\*OR MATCH EXISTING SECTION, WHICHEVER IS GREATER



**SECTION A-A**

NOTE: SEE RAILING ELEVATION THIS DETAIL PART 2

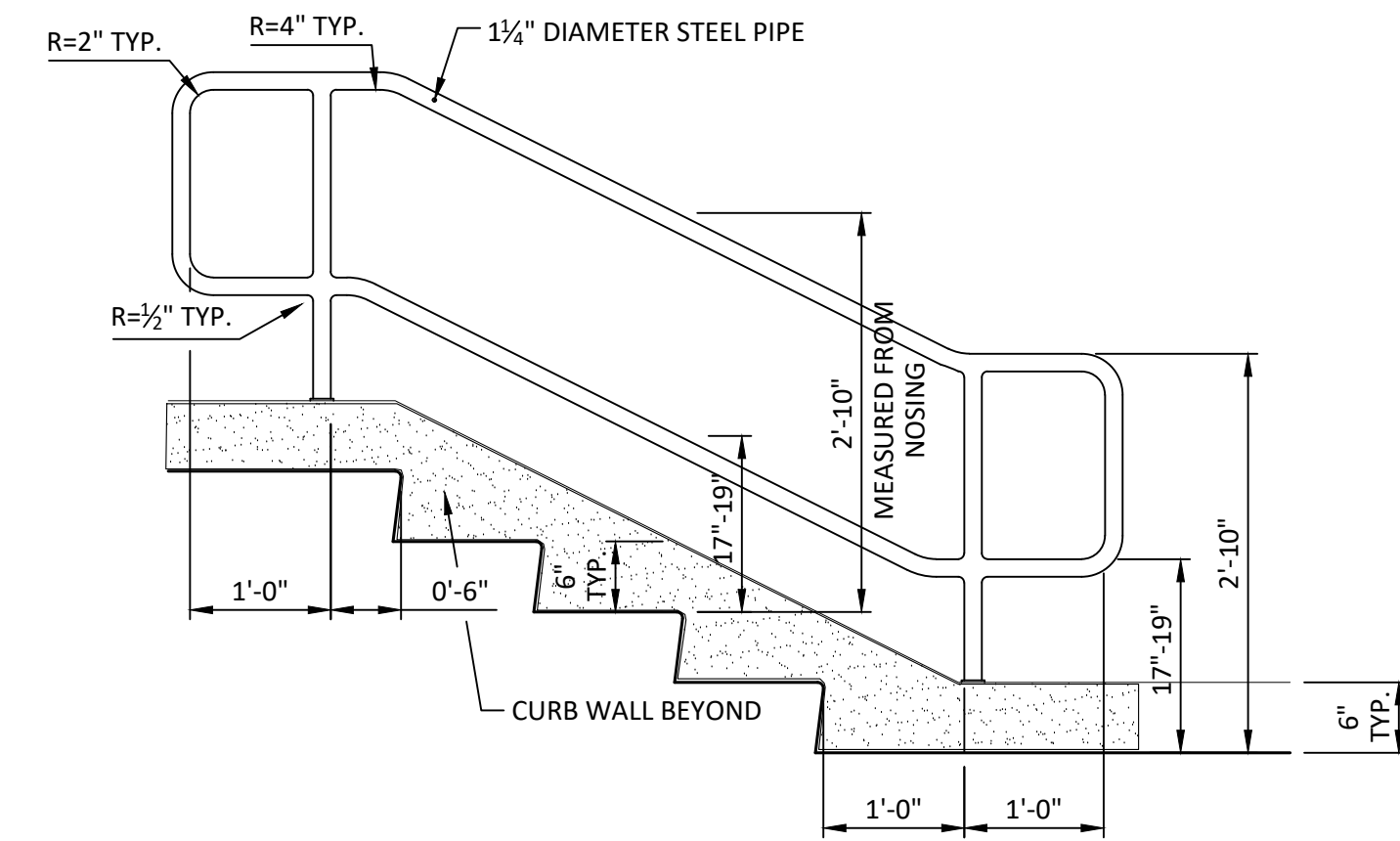


**SECTION**

**STAIR AND HANDRAIL DETAIL PART #1**

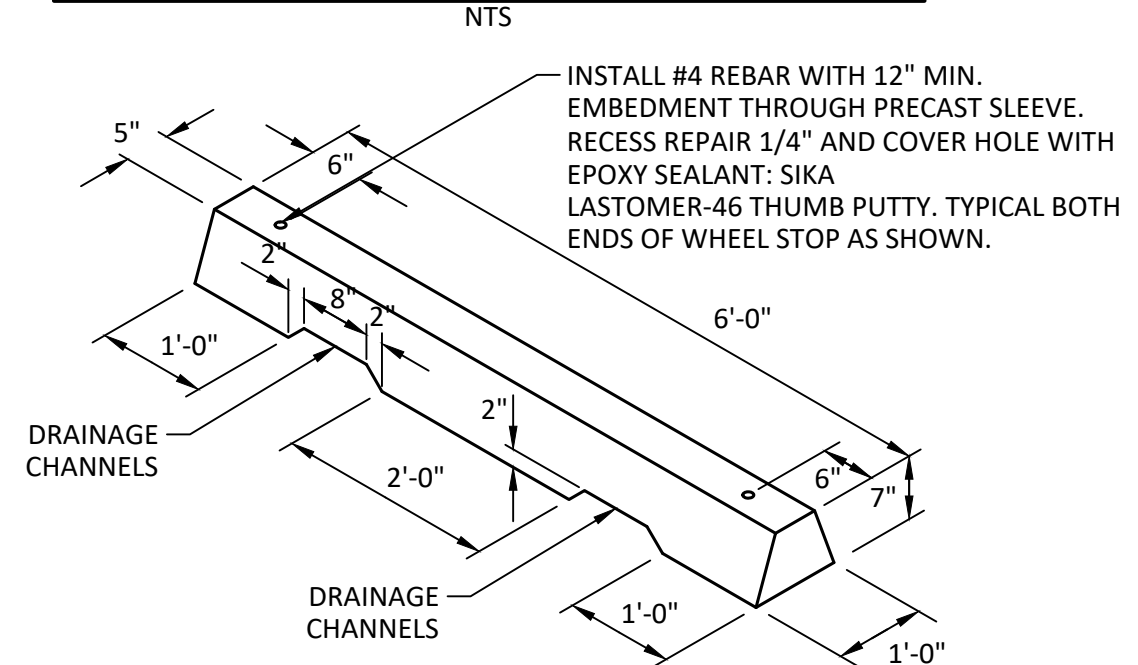
**NOTES:**

1. ALL PIPE SHALL BE SCH. 40 STEEL PIPE.
2. GRIND ALL WELDED JOINTS SMOOTH.
3. HOT-DIP GALVANIZE ALL PARTS AFTER FABRICATION.
4. PIPE SHALL FOLLOW ALIGNMENT OF STAIR NOSINGS.
5. PROVIDE SHOP DRAWINGS BEFORE FABRICATION.
6. SEE ANCHOR PLATE DETAIL FOR POST CONNECTION TO CONCRETE.
7. STEPS IN FLIGHT MUST HAVE UNIFORM TREAD RUNS AND UNIFORM RISER HEIGHTS.
8. TREADS SHALL BE 11" MIN, 12" MAX. RISERS SHALL BE 5" MIN, 7" MAX.
9. LANDINGS BETWEEN FLIGHTS OF STEPS MUST HAVE SAME WIDTH AS STEPS AND A MIN LENGTH OF 4'-0".
10. FLIGHTS OF 4 OR MORE STEPS SHALL HAVE HANDRAILS ON BOTH SIDES.
11. HANDRAILS SHALL BE CONTINUOUS ACROSS LANDINGS BETWEEN FLIGHTS OF STEPS.
12. TREAD SLOPES OUTWARD AT 1%.
13. STEP WIDTH SHALL MATCH WIDTH OF EXISTING WALK, BUT SHALL BE NO LESS THAN 2'-6" WIDE.
14. HANDRAILS SHALL NOT ROTATE IN THEIR FITTINGS.
15. STAIR NOSING AND TREADS SHALL HAVE A SLIP RESISTANT SURFACE.
16. STAIRS AND HANDRAILS SHALL BE FABRICATED AND INSTALLED IN ACCORDANCE WITH THE 2009 OREGON STRUCTURAL SPECIALTY CODE.



**HANDRAIL ELEVATION**

**STAIR AND HANDRAIL DETAIL #2**



**PRECAST CONCRETE WHEEL STOP**

**PERMIT SET**

DESIGNED:	HHPR						
DRAWN:	HHPR						
CHECKED:	BDJ						
DATE:	07/29/2021						
<table border="1"> <thead> <tr> <th>DATE</th> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">R E V I S I O N S</td> </tr> </tbody> </table>		DATE	NO.	DESCRIPTION	R E V I S I O N S		
DATE	NO.	DESCRIPTION					
R E V I S I O N S							



**Harper Houf Peterson Righellis Inc.**  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
205 SE Spokane Street, Suite 200, Portland, OR 97202  
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

**DETAILS**  
**RED SOILS CAMPUS PARKING SECURITY**  
CLACKAMAS COUNTY, OREGON

SHEET NO.  
**C3.0**  
JOB NO.  
CLA-99



**SPEC DATA**

FENCES AND GATES 32 31 00



- 1. Product Name**  
Amelco Fences and Gates
- Steel Security Fencing
  - Fixed Louvered Fences
  - Welded Wire Fences
  - Aluminum Fence System
  - Swing Gates
  - Cartilever Gates
  - V-Wheel Gates

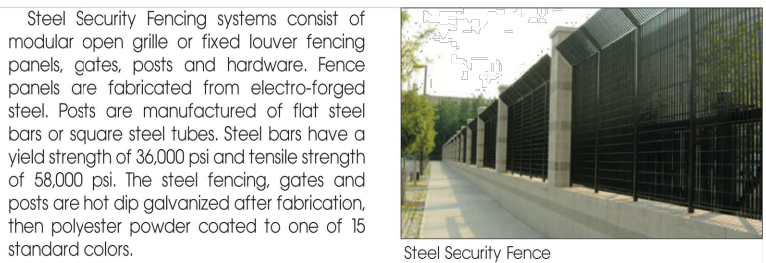
- 2. Manufacturer**  
Amelco Manufacturing Corp.  
P.O. Box 121  
Wiloughby, OH 44096-1210  
(800) 321-7042  
(440) 951-4300  
Fax: (440) 951-2542  
E-mail: amelco@amelco.com  
www.amelco.com

**3. Product Description**  
BASIC USE

Amelco fence and gate systems are both functional and decorative, and are designed to meet modern security and design requirements while harmonizing with the surrounding environment. Offered in a variety of designs, styles and materials, Amelco fence and gate systems are suitable for both exterior and interior applications in military, commercial, corporate, recreation, education and residential settings. Exterior applications include secure and/or decorative perimeter enclosures, sunshades, louvers, screens, window guards, railings, infill panels and trash enclosures. Interior applications include handrails, drop ceilings, sign backdrops, dividers and displays.

**COMPOSITION & MATERIALS**  
Amelco fence and gate systems are manufactured of extruded aluminum, welded steel and/or stainless steel. Composition and material vary by product model.

**FENCES**  
Amelco Fencing Systems are available in 9 Steel Security fence models, 5 Welded Wire fence models, 7 Fixed Louvre fence models and 3 Aluminum fence models.



Steel Security Fence



Double Swing Gate

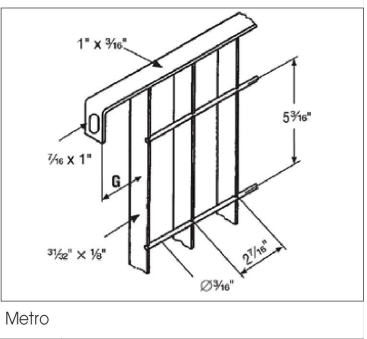
Amelco Cartilever Gates are custom fabricated to fit project-specific requirements. Tracks are available in steel or aluminum. Steel gate frames and infill panels are hot dip galvanized and powder coated for maintenance free protection from the elements. Aluminum gates are powder coated after fabrication.

**Amelco Aluminum Fencing Systems** consist of modular fence panels, posts and gates. Fence panels are fabricated from extruded aluminum framing bars and are supported by extruded aluminum fence posts. The fence system is finished with a polyester powder coating.

**Amelco Welded Wire Fencing** consists of modular fence panels, tubular steel posts, gates and panel fasteners. Fence panels are constructed of galvanized steel wire and are welded to form an open mesh. Posts are fabricated from galvanized or Galvalume steel. Gates have welded frames fabricated from steel tubing and welded wire panels to match fencing. Panel fasteners are U-shaped damping strips or K-shaped strap-types, depending on model. The fence system is finished with a polyester powder coating.

**Amelco Swing Gates** are available in swing V-wheel roller and aluminum track cartilever models, and are offered in more than 13 designs and materials. Amelco fence and gate systems are suitable for both exterior and interior applications in military, commercial, corporate, recreation, education and residential settings. Exterior applications include secure and/or decorative perimeter enclosures, sunshades, louvers, screens, window guards, railings, infill panels and trash enclosures. Interior applications include handrails, drop ceilings, sign backdrops, dividers and displays.

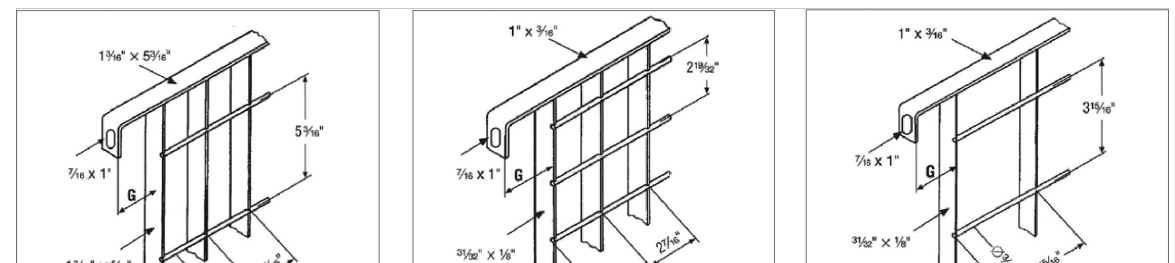
**Amelco Swing Gates** are available in 9 Steel Security fence models, 5 Welded Wire fence models, 7 Fixed Louvre fence models and 3 Aluminum fence models.



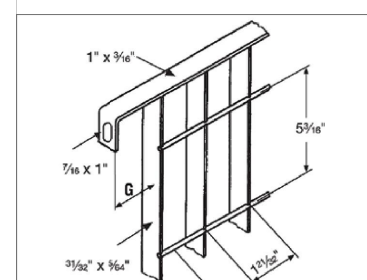
Swing Gate

**SPEC DATA**

FENCES AND GATES 32 31 00



Blockade

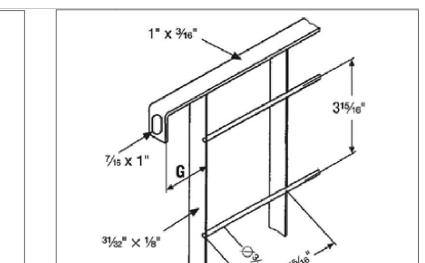


Grotto

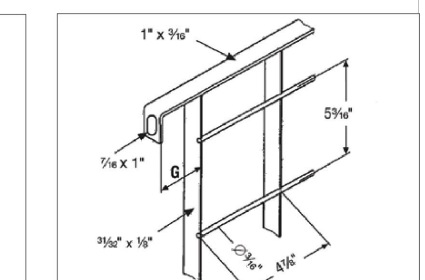
**Blockade** - For high security applications such as military installations, radar stations and petrochemical installations that require fencing with added safety, strength and anti-break characteristics; available with stainless steel security bolts and nuts, mesh size 2 7/16" x 5 3/16" (62 x 132 mm).

**Grotto** - Simple, clean lines; useful for a wide range of applications; virtually uncombustible; mesh size 1 1/2" x 5 3/16" (42 x 132 mm).

**Shield** - Simple, clean lines; useful for a wide range of applications; virtually uncombustible; mesh size 1 1/2" x 5 3/16" (42 x 132 mm).



Stadium



Trellis

**Stadium** - Economical fence system for applications with basic and medium security needs; manufactured with high tensile wire that is welded, then hot dip galvanized before powder coating; 2" x 8" (51 x 203 mm) mesh constructed of 1/4" (6.4 mm) diameter vertical wire and 1/4" (6.4 mm) diameter horizontal wire.

**Trellis** - Economical fence system for applications with basic and medium security needs; manufactured with high tensile wire that is welded, then hot dip galvanized before powder coating; 2" x 8" (51 x 203 mm) mesh constructed of 1/4" (6.4 mm) diameter vertical wire and 1/4" (6.4 mm) diameter horizontal wire.

Amelco Fencing Systems are available in 9 Steel Security fence models, 5 Welded Wire fence models, 7 Fixed Louvre fence models and 3 Aluminum fence models.

**SPEC DATA**

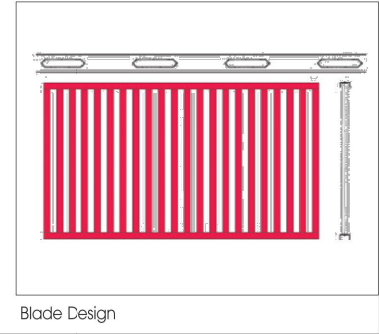
FENCES AND GATES 32 31 00

Wire	Galvanized
Steel bar stock	ASTM A36; yield strength 36,000 psi; tensile strength 58,000 psi
Steel tubing	ASTM A305, Grade B
Steel sheet	ASTM A593 galvanized or ASTM A792 Galvalume
Finish	ASTM A252
Extruded aluminum	ASTM B221, alloy 6063, temper T-6
Sheet aluminum	ASTM B303, alloy 6063, temper T-6
Powder coat	
Minimum hardness (ASTM D3363)	2H
Impact resistance (ASTM D2796)	100 inch-pounds
Ball drop resistance (ASTM B117)	No marking, scaling or blistering
500 hours	
Weatherability (ASTM D622)	No film failure, 88% gloss retention
one year exposure	
Polyurethane coat	
Meets 5% salt spray for 1000 hours	
100% humidity for 1000 hours	
Water immersion for 100 hours	
20 double salt with acidulated with bicopper thinner, carbonate, MEQ, positive, sulfate	
Exposure to lubricating oils, hydraulic fluids, cutting oils	
10 cycles of salt water at 100% humidity, 24 hours at 10 degrees F (-12 degrees C), 20 hours at 77 degrees (25 degrees C)	
Harshes H-24	
Reliability 18" (457 mm) control rod	

**Fixed Louvered Fences**  
Attractive and flexible, Amelco Louvered Fence systems provide 80% and 100% direct visual screening, as well as air circulation, making the fence system ideal for equipment enclosures, roof enclosures, rooftop screening and parking garage applications. Offered in steel, aluminum and stainless steel with a polyester powder coating to any of Amelco's 15 standard coatings. Amelco Louvered Fence systems are offered in the following designs:

- Edge** - Inlaid, flanged louver blade provides 80% visual blocking; manufactured from aluminum or stainless steel; 1 1/2" (38 mm) wide fixed louver bars spaced at 2 1/8" (57 mm).
- Total Edge** - Inlaid, flanged louver blade provides 100% visual blocking; manufactured from aluminum or stainless steel; 1 1/2" (38 mm) wide fixed louver bars spaced at 2 1/8" (57 mm).
- Shadow 80** - Inlaid horizontally as a louver system to provide 80% direct visual screening; suitable for applications including fencing gates, rooftop screening, sunshades, false ceilings and ventilation openings; other possible applications include equipment enclosures, train enclosures, parking garages and balconies; fabricated from electro-forged welded steel standard panel heights to 144" (366 mm) in height; available.
- Shadow 100** - Similar to Shadow 80 but provides 100% direct visual screening.
- Block Design** - A V-shaped louver blade providing 100% visual blocking in any direction; fabricated from extruded aluminum tubes that can be spaced from 1" - 4" (25.4 - 102 mm) apart; fencing can be configured vertically to limit climbing or horizontally.

- Phoenix** - Provides 80% or 100% visual blocking; fabricated from extruded tubular aluminum blades; the strongest fence system in the louvered product line; available in both fixed and adjustable styles; 1/2" x 4" (12.7 x 102 mm) fixed louver blades; inclined 45 degrees and spaced at 28 1/2" (727 mm) for 80% direct visual screening or 3/4" (19 mm) for 100% direct visual screening.
- Stadium Design** - Two alternating rows of 1/2" x 4" (12.7 x 102 mm) extruded aluminum tubes that can be spaced from 1" - 4" (25.4 - 102 mm) apart; fencing can be configured vertically to limit climbing or horizontally.

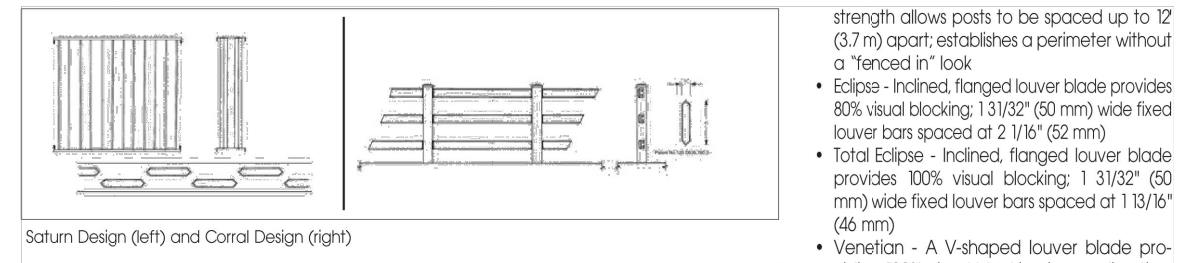


Blade Design

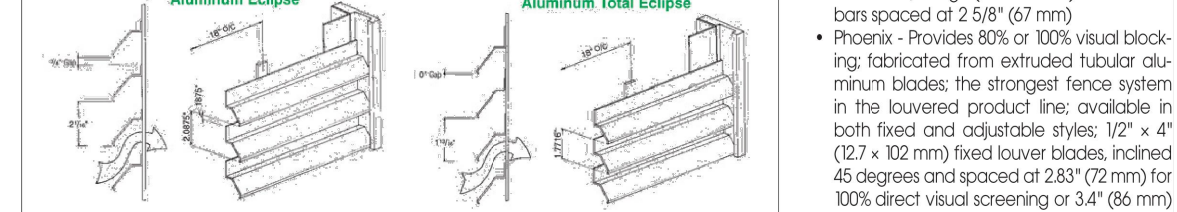
Amelco Fencing Systems are available in 9 Steel Security fence models, 5 Welded Wire fence models, 7 Fixed Louvre fence models and 3 Aluminum fence models.

**SPEC DATA**

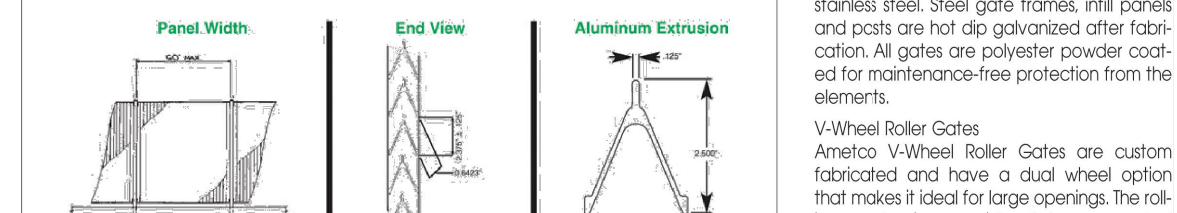
FENCES AND GATES 32 31 00



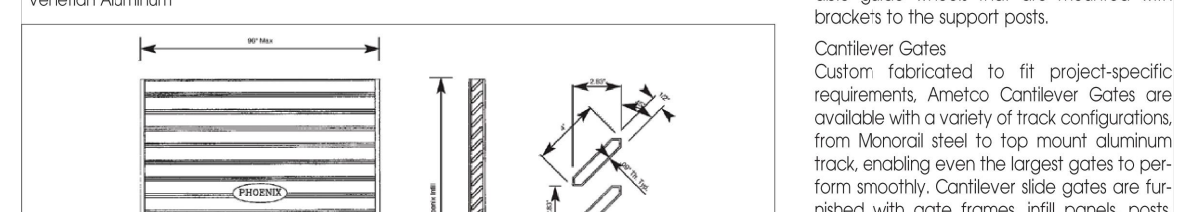
Saturn Design (left) and Coral Design (right)



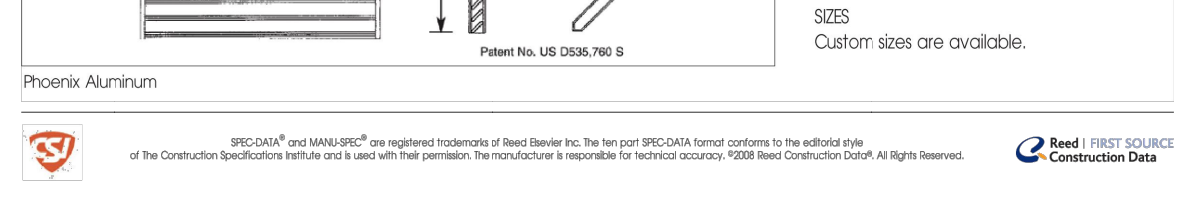
80% Direct Visual Screening (left) and 100% Direct Visual Screening (right)



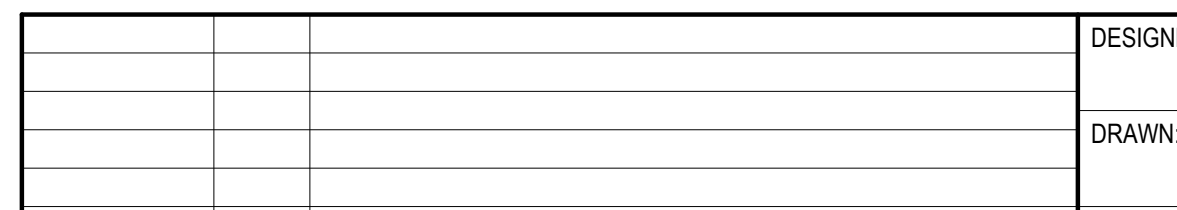
Edge Aluminum



V-Wheel Roller Gate



Panel Width and End View



Phoenix Aluminum

strength allows posts to be spaced up to 12 (3.7 m) apart; establishes a perimeter without a "fenced in" look.

- Edge** - Inlaid, flanged louver blade provides 80% visual blocking; 1 1/2" (38 mm) wide fixed louver bars spaced at 2 1/8" (57 mm).
- Total Edge** - Inlaid, flanged louver blade provides 100% visual blocking; 1 1/2" (38 mm) wide fixed louver bars spaced at 2 1/8" (57 mm).
- Venection** - A V-shaped louver blade providing 100% visual blocking in any direction; can be used horizontally or vertically; 1 1/4" wide x 2 1/2" high (44 x 64 mm) fixed louver bars spaced at 2 5/8" (67 mm).
- Phoenix** - Provides 80% or 100% visual blocking; fabricated from extruded tubular aluminum blades; the strongest fence system in the louvered product line; available in both fixed and adjustable styles; 1/2" x 4" (12.7 x 102 mm) fixed louver blades; inclined 45 degrees and spaced at 28 1/2" (727 mm) for 80% direct visual screening or 3/4" (19 mm) for 100% direct visual screening.

**Swing Gates**  
Gates are available in steel, aluminum or stainless steel. Steel gate frames, infill panels and posts are hot dip galvanized after fabrication. All gates are polyester powder coated for maintenance-free protection from the elements.

**V-Wheel Roller Gates**  
Amelco V-Wheel Roller Gates are custom fabricated and have a dual wheel option that makes it ideal for large openings. The rolling mechanism consists of frame-mounted steel wheels that ride on the track. The roller gate assembly is biased at the top by adjustable guide wheels that are mounted with brackets to the support posts.

**Cartilever Gates**  
Custom fabricated to fit project-specific requirements, Amelco Cartilever Gates are available in a variety of track configurations, from Manual steel to top mount aluminum track, enabling even the largest gates to perform smoothly. Cartilever side gates are furnished with gate frames, infill panels, casters, guide-wheels and aluminum track or T-track, in either single or double track models. Tracks can be top or bottom mounted.

SIZES  
Custom sizes are available.

**SPEC DATA**

FENCES AND GATES 32 31 00

**COLOR FINISH**  
Amelco steel fence and gate systems are hot dip galvanized before powder coating, which may leave rough areas on the treated surface, although it does not impair the coating's corrosion resistance. To ensure protection from the elements under highly abrasive maintenance and endure exposure without cracking or fading, standard size components receive polyester powder coating; large gate panels are coated with a 2-part polyurethane coating.

- Fences and gates are available in the following standard powder coat colors:
  - White
  - Moss Green
  - Light Ivory
  - Light Blue
  - Charlie Brown
  - Gal Gray
  - Red Barons
  - Black Velvet
  - Safety Yellow
  - Safety Orange
  - Cream
  - Bronze Mat
  - Pale Green
  - Blue Streak
  - Silver

**ACCESSORIES**  
Steel security panels are available with cartilever fence panel extensions, custom fasteners and anti-intruder bolts. Open grille steel security fence panels can be furnished with optional top and/or bottom pickets and anti-intruder posts containing extension arms for barbed wire.

Fixed louver fencing is available with optional stainless steel fasteners and anti-intruder bolts. Aluminum fencing can be supplied with optional stainless steel fasteners, aluminum end caps and anti-intruder bolts.

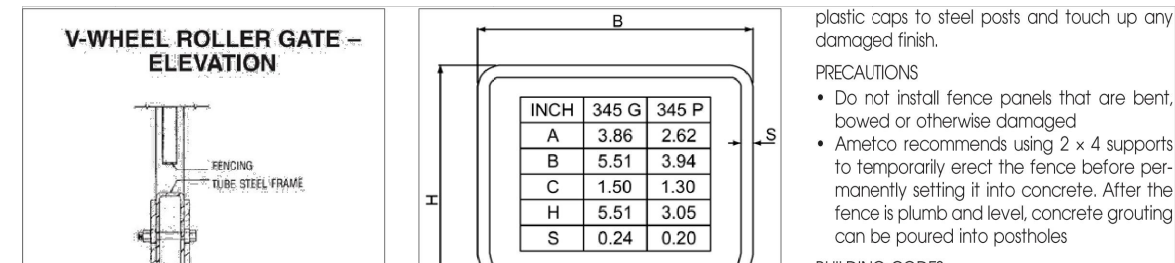
- BENEFITS**
- Modular design
  - Diverse styling
  - Ease of installation

- 4. Technical Data**  
**APPLICABLE STANDARDS**  
ASTM International (ASTM)
- ASTM A36 Standard Specification for Carbon Structural Steel
  - ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire

Amelco Fencing Systems are available in 9 Steel Security fence models, 5 Welded Wire fence models, 7 Fixed Louvre fence models and 3 Aluminum fence models.

**SPEC DATA**

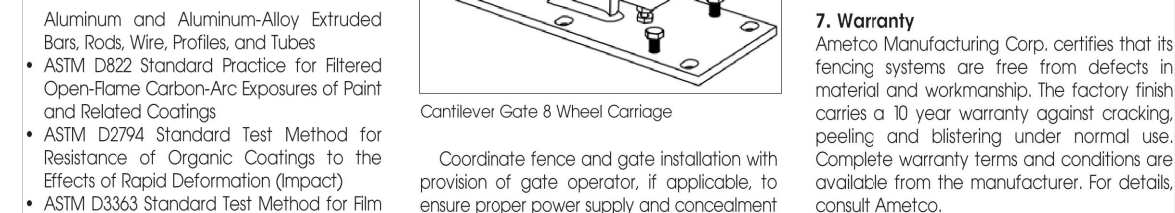
FENCES AND GATES 32 31 00



V-WHEEL ROLLER GATE - ELEVATION



RECESSED TRACK OPTION



V-Wheel Roller Gate Hardware

Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

- ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- ASTM B303 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- ASTM B221 Standard Specification for Formed Welded and Seamless Carbon Steel

**PHYSICAL/CHEMICAL PROPERTIES**  
See Table 1.

**5. Installation**  
**PREPARATORY WORK**  
Deliver products in manufacturer's original, unopened, uncrushed containers with identification labels intact. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer. Verify that site conditions are acceptable for installation. Do not proceed with installation until unacceptable conditions are corrected. Field verify required dimensions. Standard post spacing is 18 3/4" (470 mm) for Amelco steel fencing. Refer to appropriate drawings for site-specific dimensions.

Amelco Fencing Systems are available in 9 Steel Security fence models, 5 Welded Wire fence models, 7 Fixed Louvre fence models and 3 Aluminum fence models.

S:\CLA Clackamas Co\CLA-99 (Red Soils Campus)\CLA-99-DWG\S\Sheets\C3.0 - DETAILS.dwg

DATE	NO.	DESCRIPTION
REVISIONS		

DESIGNED:	HHPR
DRAWN:	HHPR
CHECKED:	BDJ
DATE:	07/29/2021

**REGISTERED PROFESSIONAL ENGINEER**  
16,197  
OREGON  
EST. 15, 1989  
RON D. PETERSON

**HHPR**  
**Harper Houf Peterson Righellis Inc.**  
ENGINEERS • PLANNERS  
LANDSCAPE ARCHITECTS • SURVEYORS  
205 SE Spokane Street, Suite 200, Portland, OR 97202  
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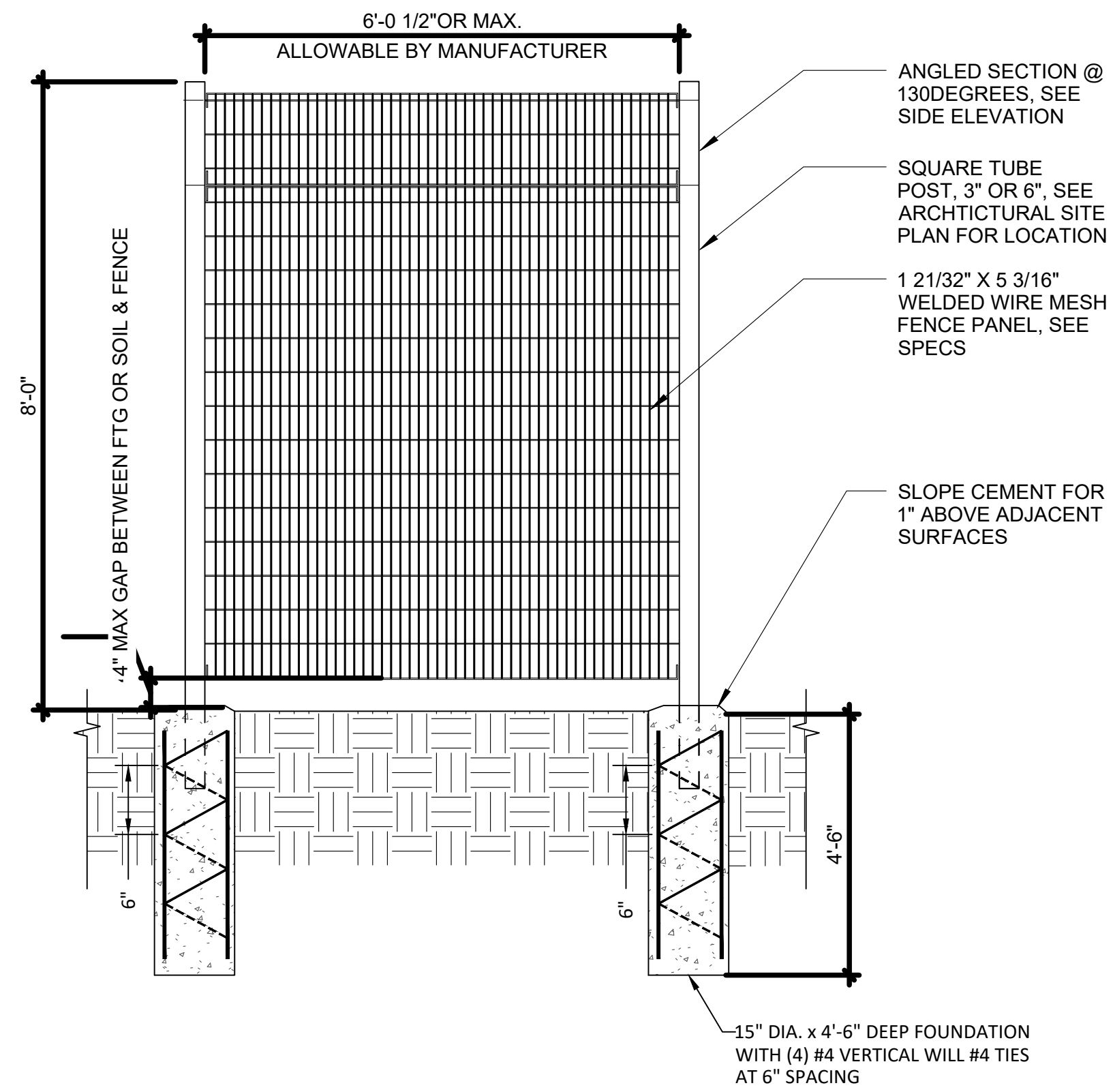
EXPIRES: 12/31/2022

**PERMIT SET**

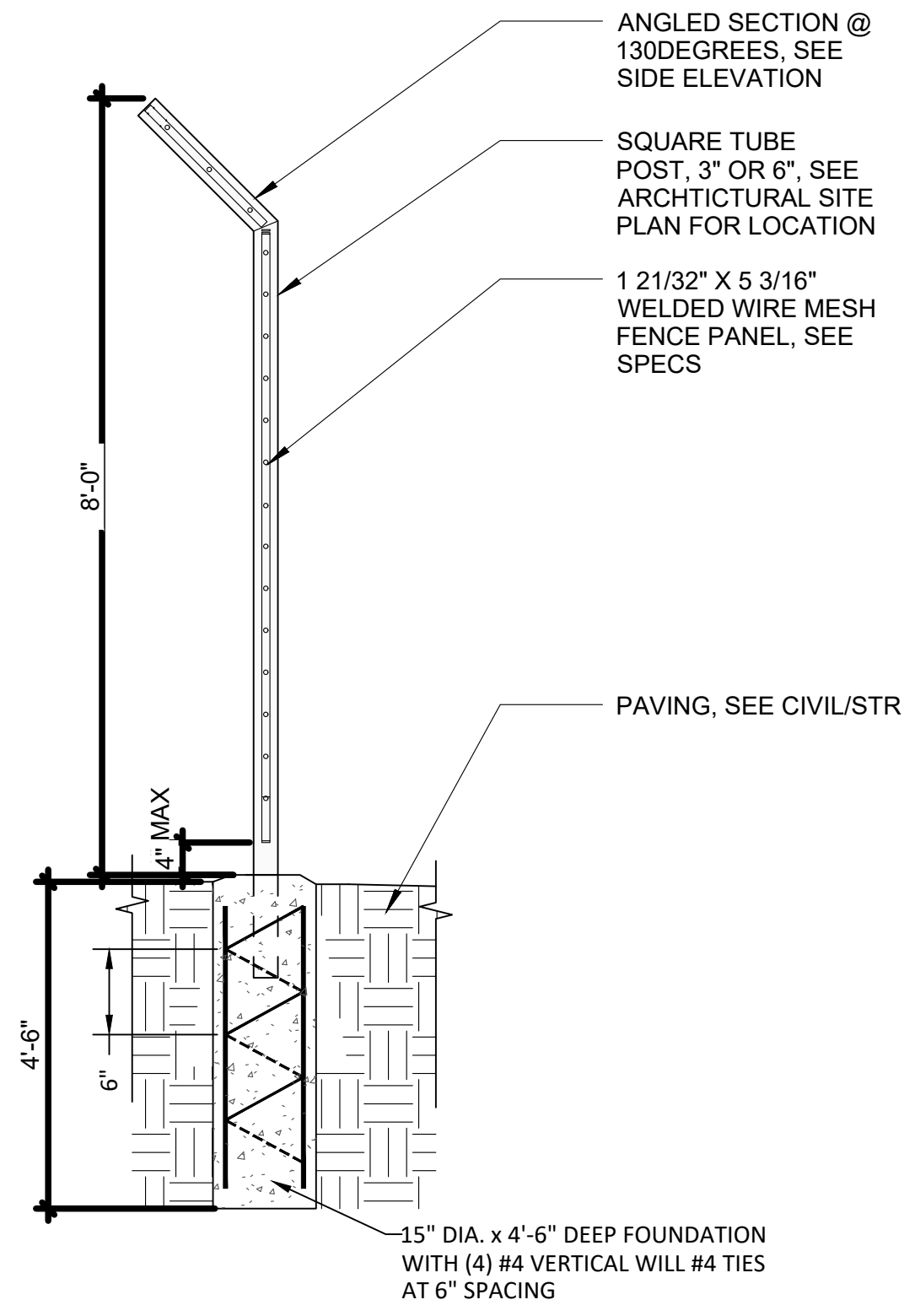
**DETAILS**  
**RED SOILS CAMPUS PARKING SECURITY**  
**CLACKAMAS COUNTY, OREGON**

SHEET NO.	<b>C3.1</b>
JOB NO.	CLA-99

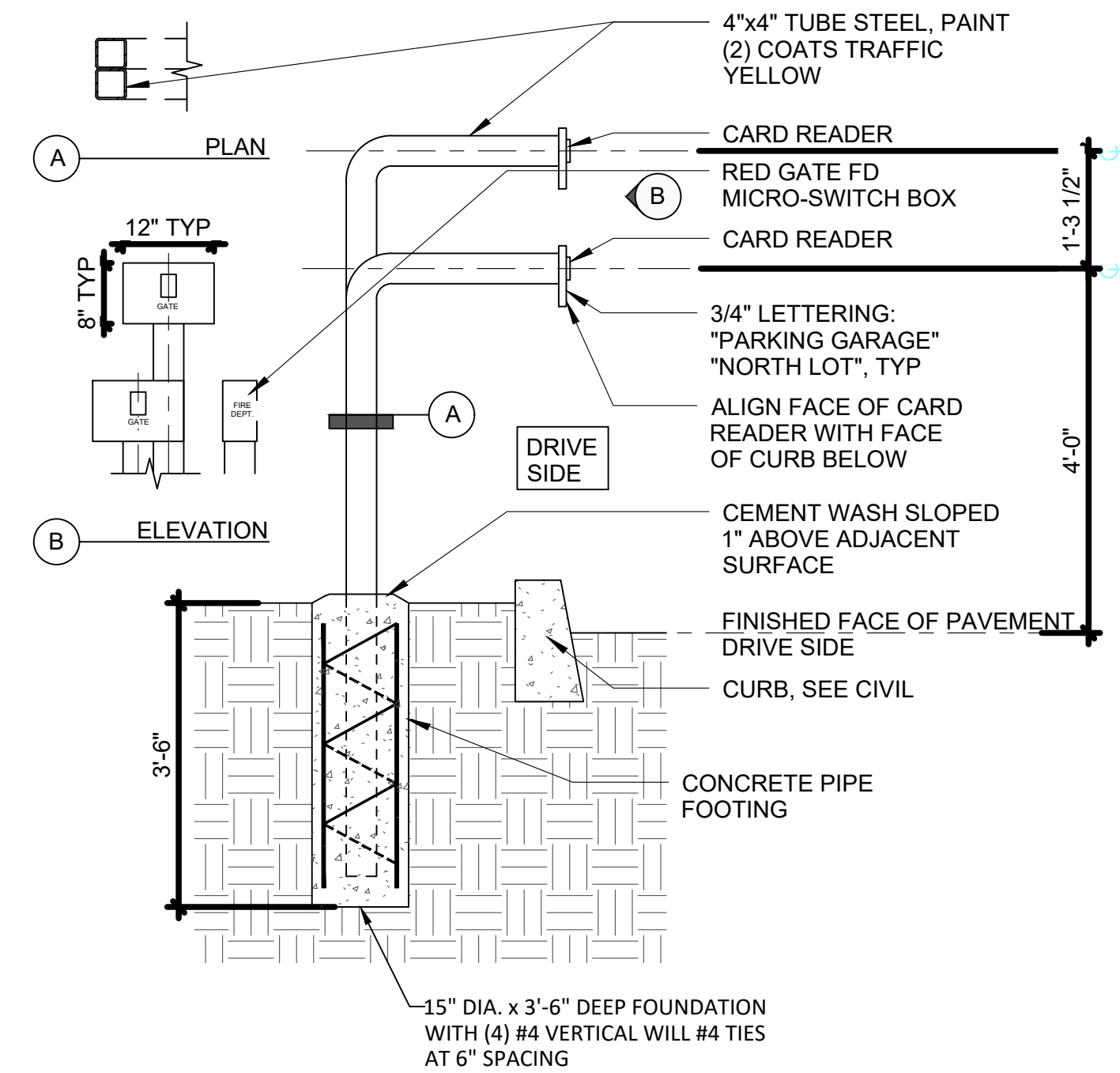




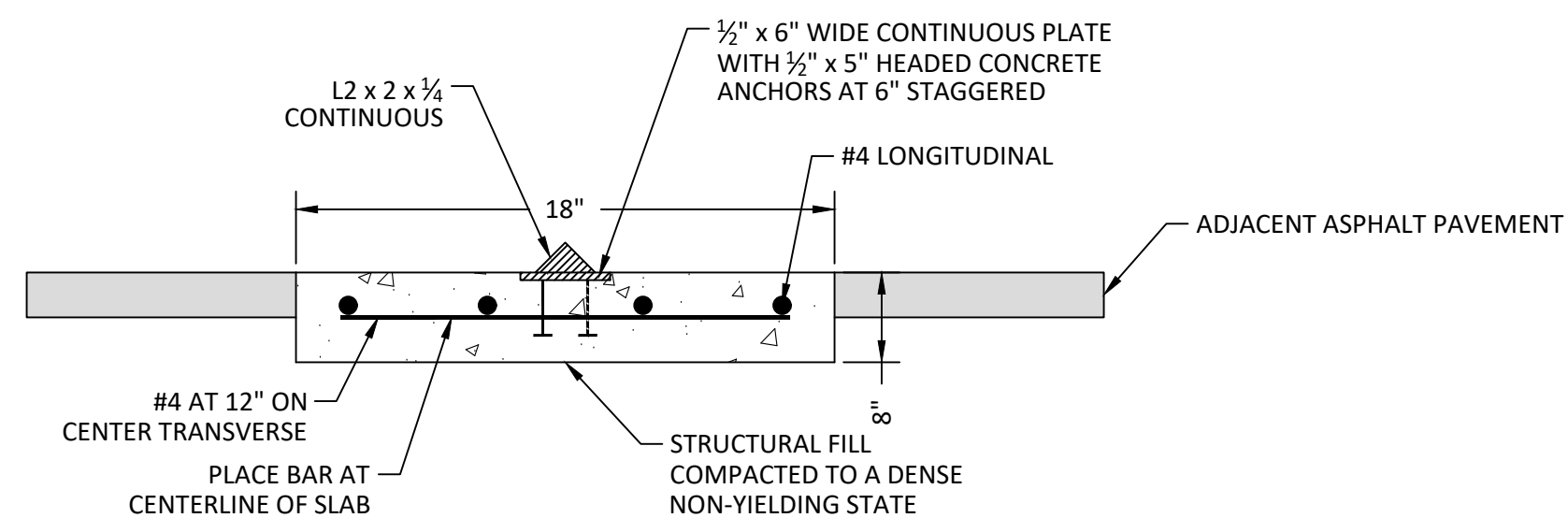
**PARTIAL SECURITY FENCE ELEVATION**  
NTS



**SECURITY FENCE SECTION**  
NTS

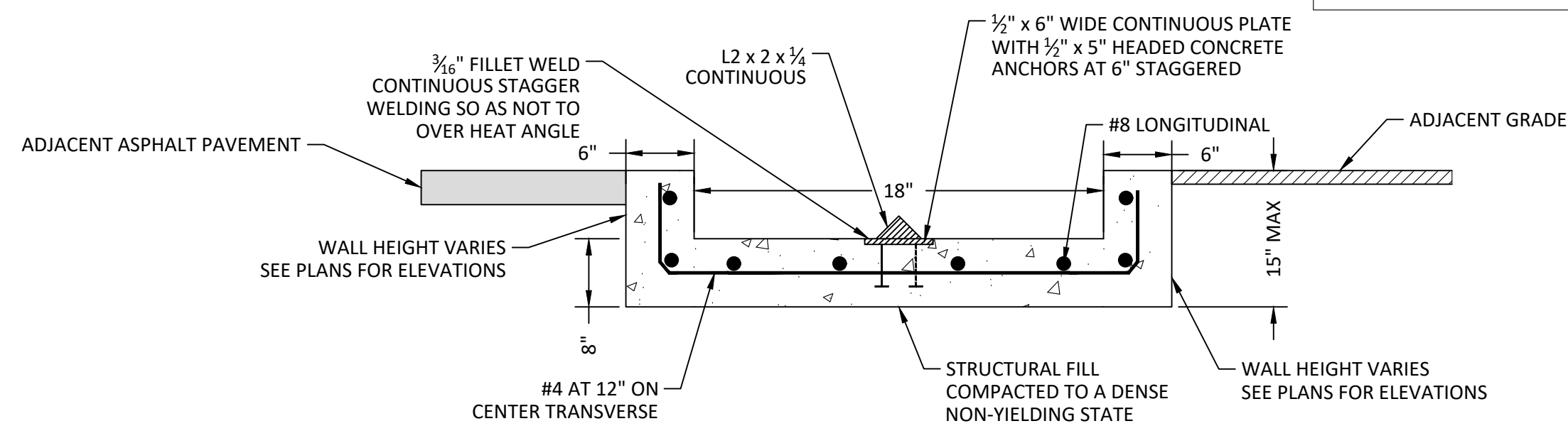


**VEHICLE GATE OPERATOR-ALT HEIGHT**  
NTS



**V-WHEEL GATE TRACK DETAIL**  
**STA 0+00.00 - 0+22.00**  
NTS

REINFORCING STEEL = 60 KSI  
CONCRETE = 4,000 PSI  
W/C RATIO = 0.40



**V-WHEEL GATE TRACK DETAIL**  
**STA 0+22.00 - 0+44.00**  
NTS

REINFORCING STEEL = 60 KSI  
CONCRETE = 4,000 PSI  
W/C RATIO = 0.40

**PERMIT SET**

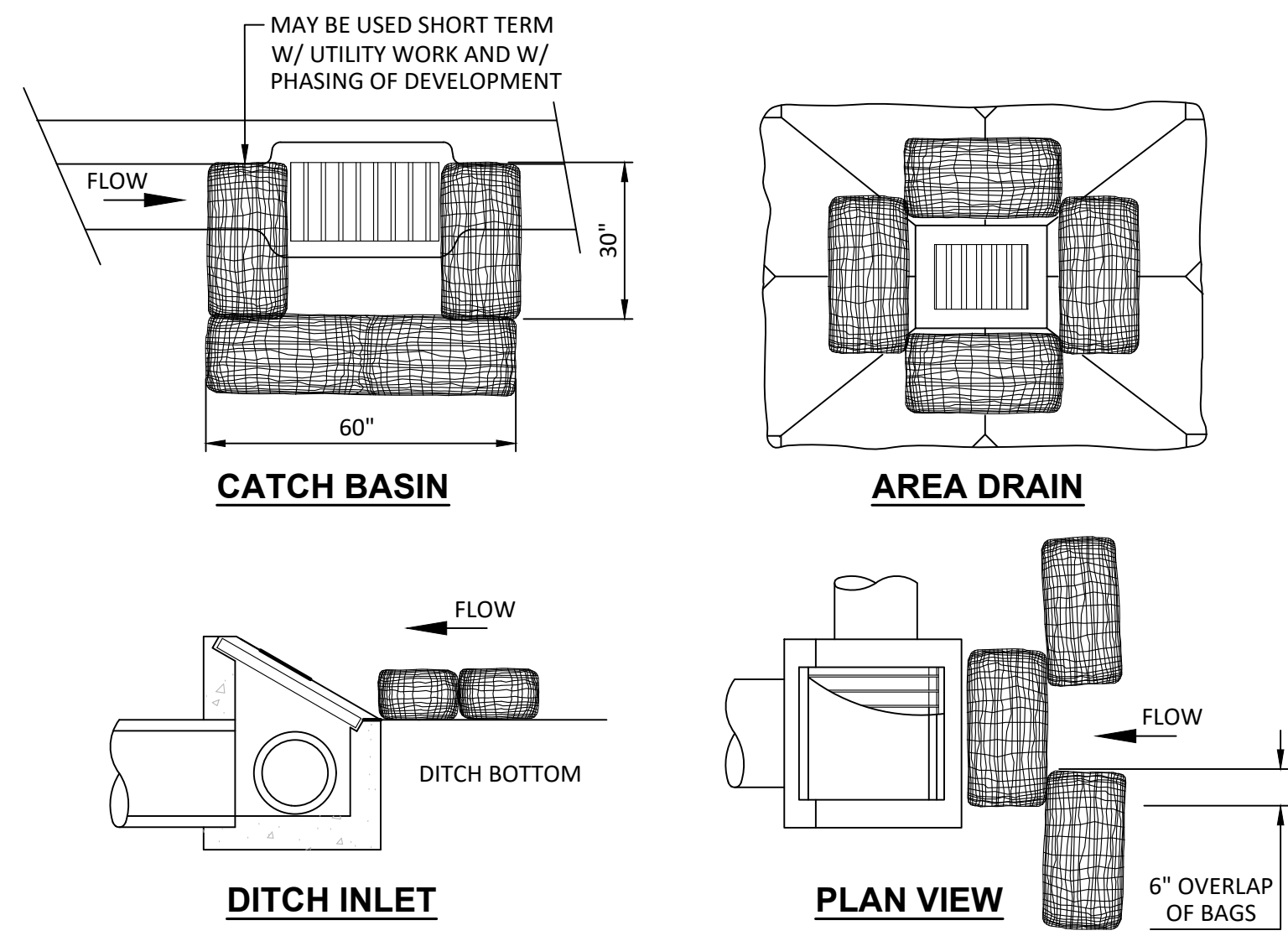
DESIGNED:	HHPR						
DRAWN:	HHPR						
CHECKED:	BDJ						
DATE:	07/29/2021						
<table border="1"> <thead> <tr> <th>DATE</th> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">R E V I S I O N S</td> </tr> </tbody> </table>		DATE	NO.	DESCRIPTION	R E V I S I O N S		
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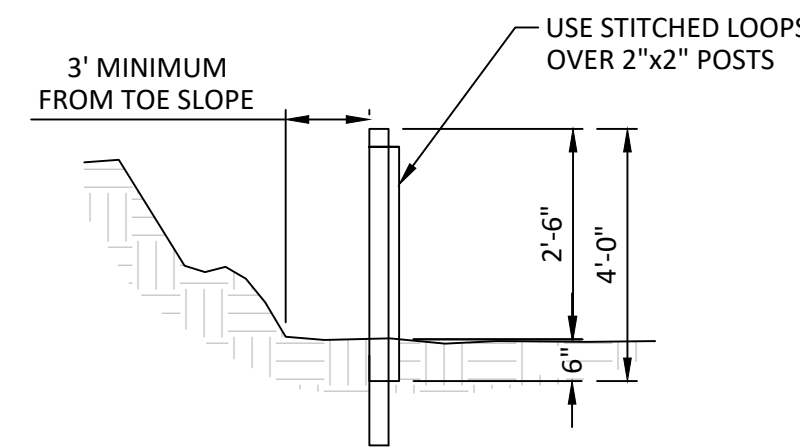
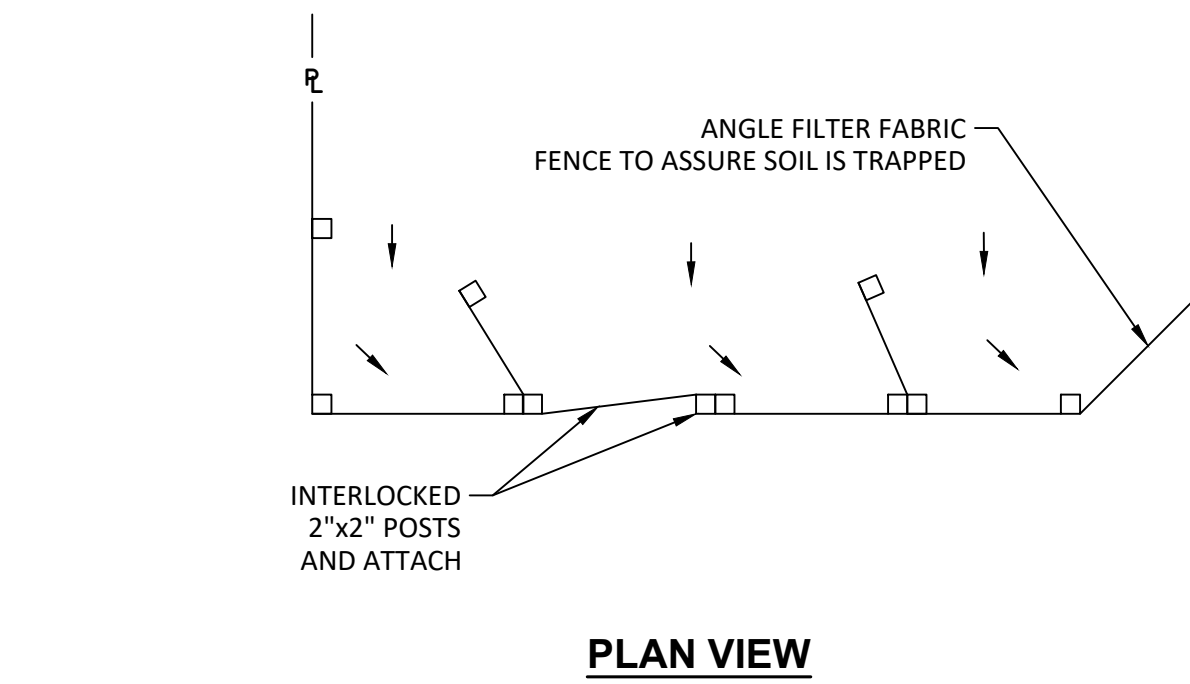
**DETAILS**  
**RED SOILS CAMPUS PARKING SECURITY**  
CLACKAMAS COUNTY, OREGON

SHEET NO.  
**C3.2**  
JOB NO.  
CLA-99



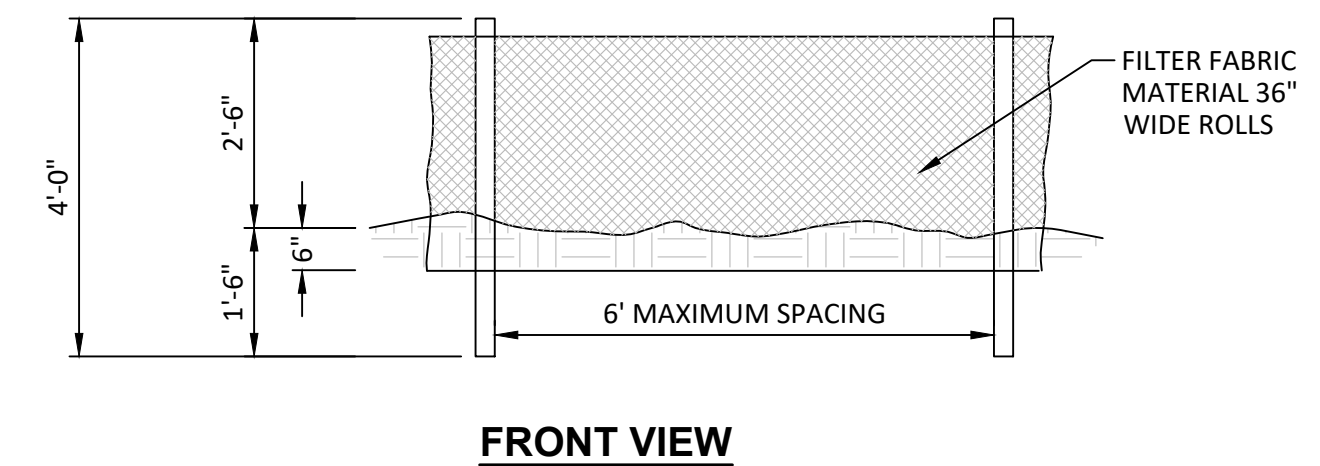
- NOTES:**
1. ADDITIONAL MEASURES MUST BE CONSIDERED DEPENDING ON SOIL TYPES.
  2. BIO-FILTER BAGS SHOULD BE STAKED WHERE APPLICABLE USING (2) 1"x2" WOODEN STAKES OR APPROVED EQUAL PER BAG.
  3. WHEN USING 30" BIO-BAGS TO PROTECT A CATCH BASIN YOU MUST HAVE 4 BAGS AND THEY SHALL BE OVERLAPPED BY 6".

**INLET PROTECTION TYPE 4**  
NTS

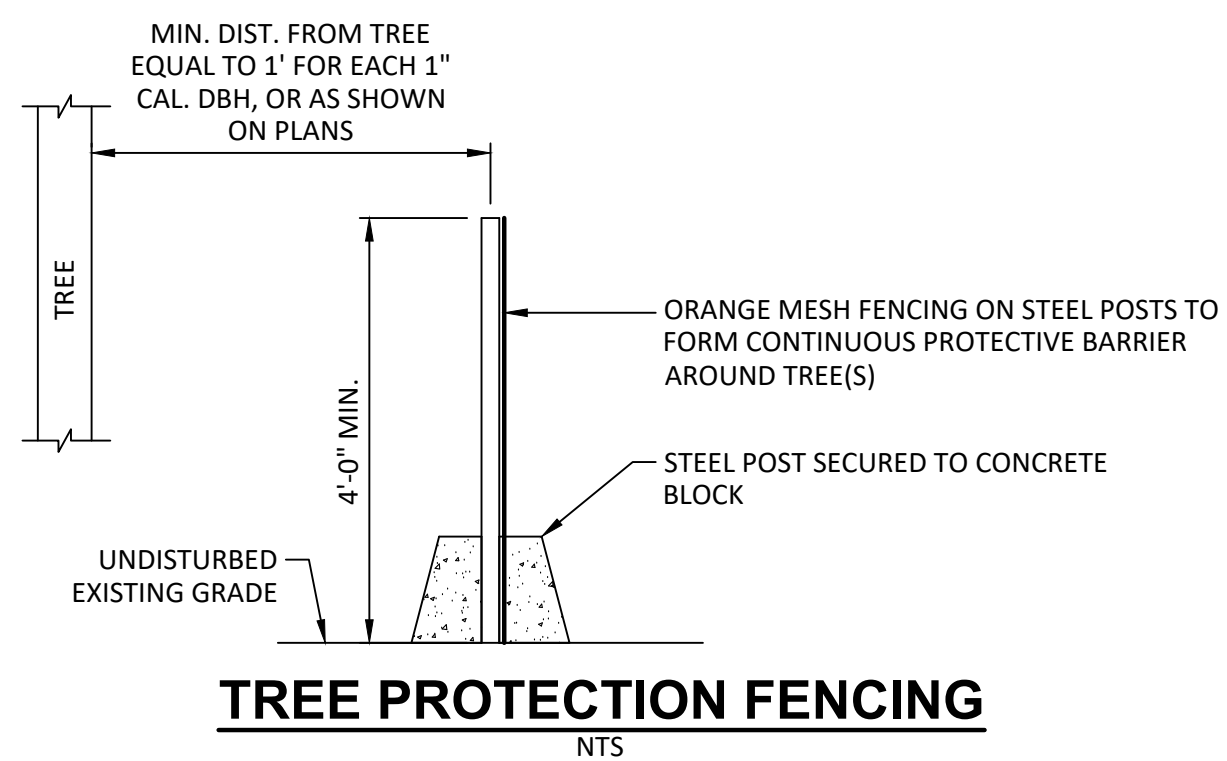


- NOTES:**
1. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
  2. 2"x2" FIR, PINE OR STEEL FENCE POSTS.
  3. POSTS TO BE INSTALLED ON UPHILL SIDE OF SLOPE.
  4. COMPACT BOTH SIDES OF FILTER FABRIC TRENCH.
  5. PANELS MUST BE PLACED ACCORDING TO SPACING ON DETAIL.

**PROFILE**

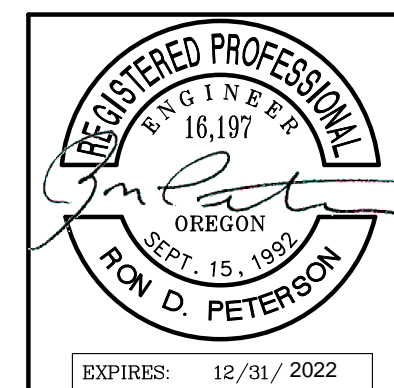


**FRONT VIEW**  
**SEDIMENT FENCE**  
NTS



**TREE PROTECTION FENCING**  
NTS

DESIGNED:	HHPR						
DRAWN:	HHPR						
CHECKED:	BDJ						
DATE:	07/29/2021						
<table border="1"> <thead> <tr> <th>DATE</th> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">R E V I S I O N S</td> </tr> </tbody> </table>		DATE	NO.	DESCRIPTION	R E V I S I O N S		
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**PERMIT SET**

**EROSION CONTROL DETAILS**  
**RED SOILS CAMPUS PARKING SECURITY**  
CLACKAMAS COUNTY, OREGON

SHEET NO.  
**C3.3**  
JOB NO.  
CLA-99



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	R BAUER INSURANCE, INC. PO BOX 20070 KEIZER, OR 97307-0070	CONTACT NAME: Bethany J Tyrrel	PHONE (A/C, No, Ext): (503)588-0095	FAX (A/C, No): (503)588-0421
		E-MAIL ADDRESS: bethany@rbauer.com		
INSURED	R.L. REIMERS CO. 3939 Old Salem Rd NE Ste 200 Albany, OR 97321	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Fire & Casualty Company	24066	
		INSURER B: Liberty Northwest	24082	
		INSURER C: Ohio Casualty Insurance Company	24074	
		INSURER D: Capitol Specialty Insurance Corporation		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00002017-3902478 REVISION NUMBER: 213

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BKA57198274	03/15/2021	03/15/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS57198274	03/15/2021	03/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		USO57198274	03/15/2021	03/15/2022	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE	OTH-ER
		N/A				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
D	POLLUTION		EV20184276-03	11/17/2020	11/17/2021	AGGREGATE	2,000,000
A	EPLI		BKA57198274	03/15/2021	03/15/2022	AGGREGATE	1,000,000

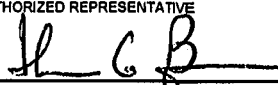
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CLACKAMAS COUNTY IS AN ADDITIONAL INSURED

Project: Secure Parking Lot Expansion - ITB #2021-58

### CERTIFICATE HOLDER

### CANCELLATION

Clackamas County 2051 Kaen Rd Oregon City, OR 97045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (BJT)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**09/23/2021**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
**R BAUER INSURANCE, INC.**  
PO BOX 20070  
KEIZER, OR 97307-0070

CONTACT NAME:	Bethany J Tyrrel	
PHONE (A/C, No, Ext):	(503)588-0095	FAX (A/C, No): (503)588-0421
E-MAIL ADDRESS:	bethany@rbauer.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Fire & Casualty Company	24066
INSURER B:	Liberty Northwest	24082
INSURER C:	Ohio Casualty Insurance Company	24074
INSURER D:	Capitol Specialty Insurance Corporation	
INSURER E:		
INSURER F:		


INSURED  
**R.L. REIMERS CO.**  
3939 Old Salem Rd NE Ste 200  
Albany, OR 97321

COVERAGES      CERTIFICATE NUMBER: 00002017-3902478      REVISION NUMBER: 213

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	BKA57198274	03/15/2021	03/15/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAS57198274	03/15/2021	03/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		USO57198274	03/15/2021	03/15/2022	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE	OTH-ER
		N/A				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
D	POLLUTION		EV20184276-03	11/17/2020	11/17/2021	AGGREGATE	2,000,000
A	EPLI		BKA57198274	03/15/2021	03/15/2022	AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CLACKAMAS COUNTY IS AN ADDITIONAL INSURED**  
  
Project: Secure Parking Lot Expansion - ITB #2021-58

<b>CERTIFICATE HOLDER</b>  Clackamas County 2051 Kaen Rd Oregon City, OR 97045	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (BJT)





Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Amendment #3 between Clackamas County and  
Oregon City Chamber of Commerce (Chamber)  
to provide Business Recovery Center services  
in support of the local business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approval of Contract Amendment #3 between Clackamas County and Oregon City Chamber of Commerce (Chamber) for Chamber to provide Business Recovery Center (BRC) services in support of the local business community impacted by the COVID-19 pandemic. The amendment adds \$50,000 in Oregon State Lottery funds to enable the Chamber to continue to provide BRC services to the local business community through March 2022.
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 in Clackamas County Oregon State Lottery funds. Total Contract not to exceed \$155,026.00.
<b>Funding Source</b>	Oregon State Lottery through Business & Community Services. These funds are within the BCS FY 21/22 budget. No general funds involved.
<b>Duration</b>	This agreement became effective on November 20, 2020. This amendment #3 changes the contract termination date from September 30, 2021 to March 31, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• The original BRC contract and amendments were signed by County Administrator Gary Schmidt due to the contract value being under \$150,000.</li> <li>• The August 17, 2021 ARPA update to the BCC included approval of \$150,000 of County ARPA funds being allocated to six Chambers of Commerce to extend Business Recovery Center services through September 30, 2021. Due to the complexity of ARPA funding requirements, the funding source was changed from ARPA to Oregon State Lottery funds.</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This contract amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing BRC services to businesses impacted by COVID-19 will help them make it through the pandemic so they can operate/reopen under the new normal, and eventually expand as economic times improve.</li> <li>2) This contract amendment supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business beyond the COVID-19 pandemic.</li> </ol>
<b>County Counsel Review</b>	County Counsel Review Date: 10/19/2021 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? Yes
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director (503) 742-4303
<b>Contract No.</b>	3507

**BACKGROUND:**

Clackamas County, through its Department of Business and Community Services, Economic Development Division, along with seven chambers of commerce, has established six Business Recovery Centers to connect business owners to assistance and resources they need to recover from the economic downturn caused by the COVID-19 pandemic.

The recovery centers are:

- Canby Area Business Recovery Center
- Lake Oswego & West Linn Area Business Recovery Center
- North Clackamas Business Recovery Center
- Oregon City Business Recovery Center
- Sandy Area Business Recovery Center
- Wilsonville Recovery Center

The BRCs provide a one-stop shop for recovery assistance and resources for businesses of all sizes and types. While each BRC is dedicated to a specific part of the County, no Clackamas County business who requests assistance will be turned away, regardless of geographic location.

Services are offered in multiple languages and, depending on client needs, may include:

- Individualized answers to business questions
- Assistance with connecting to financial resources
- Help with navigating technical resources
- Educational resources
- Referrals to organizations and resources
- Access to interpreters and translation services

Initial BRC efforts were funded by the Coronavirus Aid, Relief and Economic Security (CARES) Act through Clackamas County. This amendment, as well as the last one, is funded by Clackamas County Oregon State Lottery funds.

The supporting chambers are Canby, Lake Oswego/West Linn, North Clackamas, Oregon City, Sandy and Wilsonville.

More information is available at <http://www.clackamasbusiness.org>.

**PROCUREMENT PROCESS:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve contract amendment #3 with the Oregon City Chamber of Commerce.

Respectfully submitted,



Sarah Eckman  
Interim Director, Business & Community Services

**AMENDMENT #3  
TO THE CONTRACT DOCUMENTS WITH OREGON CITY CHAMBER OF COMMERCE FOR  
OPERATION OF BUSINESS RECOVERY CENTERS  
Contract #3507**

This Amendment #3 is entered into between **Oregon City Chamber of Commerce** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **November 19, 2020** (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:  
The Contract termination date is hereby changed from September 30, 2021 to **March 31, 2022**. County and Contractor acknowledge that Work may have been performed after September 30, 2021. By execution of this Amendment #3, the County hereby approves and ratifies Work performed after September 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
County will provide an additional **\$50,000** in compensation for Contractor to perform the Work during the extended term of this Contract. The total Contract Compensation shall not exceed \$155,026.00.

ORIGINAL CONTRACT	\$ 42,526.00
AMENDMENT #1	\$ 37,500.00
AMENDMENT #2	\$ 25,000.00
<b>AMENDMENT #3</b>	<b>\$ 50,000.00</b>
<hr/>	
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 155,026.00</b>

3. **Source of Funds.** On or about August 19, 2021, the parties executed Amendment #2 to the Contract. Amendment #2 provided an additional \$25,000.00 and stated such funding was subject to ARPA. The County will not use ARPA funds to pay Contractor under this Contract. As such, the ARPA requirements set forth in Amendment #2 are hereby deleted.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

**Oregon City Chamber of Commerce**

*Victoria Merrig* <sup>10/18/21</sup>  
Authorized Signature Date  
Victoria Merrig  
Printed Name

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**

Andrew Naylor Digitally signed by Andrew Naylor  
Date: 2021.10.19 14:13:21 -07'00'  
County Counsel Date



**BUSINESS & COMMUNITY SERVICES**

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 WWW.CLACKAMAS.US/BCS

SARAH ECKMAN, INTERIM DIRECTOR

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Contract Amendment #3 between Clackamas County and  
 Sandy Area Chamber of Commerce (Chamber)  
 to provide Business Recovery Center services  
in support of the local business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approval of Contract Amendment #3 between Clackamas County and Sandy Area Chamber of Commerce (Chamber) for Chamber to provide Business Recovery Center (BRC) services in support of the local business community impacted by the COVID-19 pandemic. The amendment adds \$50,000 in Oregon State Lottery funds to enable the Chamber to continue to provide BRC services to the local business community through March 2022.
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 in Clackamas County Oregon State Lottery funds. Total Contract not to exceed \$152,320.00.
<b>Funding Source</b>	Oregon State Lottery through Business & Community Services. These funds are within the BCS FY 21/22 budget. No general funds involved.
<b>Duration</b>	This agreement became effective on November 20, 2020. This amendment #3 changes the contract termination date from September 30, 2021 to March 31, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• The original BRC contract and amendments were signed by County Administrator Gary Schmidt due to the contract value being under \$150,000.</li> <li>• The August 17, 2021 ARPA update to the BCC included approval of \$150,000 of County ARPA funds being allocated to six Chambers of Commerce to extend Business Recovery Center services through September 30, 2021. Due to the complexity of ARPA funding requirements, the funding source was changed from ARPA to Oregon State Lottery funds.</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This contract amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing BRC services to businesses impacted by COVID-19 will help them make it through the pandemic so they can operate/reopen under the new normal, and eventually expand as economic times improve.</li> <li>2) This contract amendment supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business beyond the COVID-19 pandemic.</li> </ol>
<b>County Counsel Review</b>	County Counsel Review Date: 10/19/2021 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? Yes
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director (503) 742-4303
<b>Contract No.</b>	3505

**BACKGROUND:**

Clackamas County, through its Department of Business and Community Services, Economic Development Division, along with seven chambers of commerce, has established six Business Recovery Centers to connect business owners to assistance and resources they need to recover from the economic downturn caused by the COVID-19 pandemic.

The recovery centers are:

- Canby Area Business Recovery Center
- Lake Oswego & West Linn Area Business Recovery Center
- North Clackamas Business Recovery Center
- Oregon City Business Recovery Center
- Sandy Area Business Recovery Center
- Wilsonville Recovery Center

The BRCs provide a one-stop shop for recovery assistance and resources for businesses of all sizes and types. While each BRC is dedicated to a specific part of the County, no Clackamas County business who requests assistance will be turned away, regardless of geographic location.

Services are offered in multiple languages and, depending on client needs, may include:

- Individualized answers to business questions
- Assistance with connecting to financial resources
- Help with navigating technical resources
- Educational resources
- Referrals to organizations and resources
- Access to interpreters and translation services

Initial BRC efforts were funded by the Coronavirus Aid, Relief and Economic Security (CARES) Act through Clackamas County. This amendment, as well as the last one, is funded by Clackamas County Oregon State Lottery funds.

The supporting chambers are Canby, Lake Oswego/West Linn, North Clackamas, Oregon City, Sandy and Wilsonville.

More information is available at <http://www.clackamasbusiness.org>.

**PROCUREMENT PROCESS:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve contract amendment #3 with the Sandy Area Chamber of Commerce.

Respectfully submitted,



Sarah Eckman  
Interim Director, Business & Community Services



**AMENDMENT #3  
TO THE CONTRACT DOCUMENTS WITH SANDY AREA CHAMBER OF COMMERCE FOR  
OPERATION OF BUSINESS RECOVERY CENTERS  
Contract #3505**

This Amendment #3 is entered into between **Sandy Area Chamber of Commerce** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **November 19, 2020** (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:  
The Contract termination date is hereby changed from September 30, 2021 to **March 31, 2022**. County and Contractor acknowledge that Work may have been performed after September 30, 2021. By execution of this Amendment #3, the County hereby approves and ratifies Work performed after September 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
  
2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
The original Contract was funded by the CARES Act. That funding and program ended June 30, 2021. There remains unused funds in the amount of \$3,686.00. These funds are not recoverable and not spendable. Therefore, County is reducing the original Contract amount from \$43,503.00 to \$39,820.00.

County will provide an additional **\$50,000** in compensation for Contractor to perform the Work during the extended term of this Contract. The total Contract Compensation shall not exceed \$152,320.00.

ORIGINAL CONTRACT	\$ 39,820.00
AMENDMENT #1	\$ 37,500.00
AMENDMENT #2	\$ 25,000.00
<b>AMENDMENT #3</b>	<b>\$ 50,000.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 152,320.00</b>

3. **Source of Funds.** On or about August 24, 2021, the parties executed Amendment #2 to the Contract. Amendment #2 provided an additional \$25,000.00 and stated such funding was subject to ARPA. The County will not use ARPA funds to pay Contractor under this Contract. As such, the ARPA requirements set forth in Amendment #2 are hereby deleted.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

**Sandy Area Chamber of Commerce**

 10/15/21  
Authorized Signature Date

Khrys Jones  
Printed Name

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**  
**Andrew** Digitally signed by Andrew Naylor  
**Naylor** Date: 2021.10.19 14:13:55 -07'00'

\_\_\_\_\_  
County Counsel Date



**BUSINESS & COMMUNITY SERVICES**

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 WWW.CLACKAMAS.US/BCS

SARAH ECKMAN, INTERIM DIRECTOR

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Contract Amendment #3 between Clackamas County and  
 Canby Area Chamber of Commerce (Chamber)  
 to provide Business Recovery Center services  
in support of the local business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approval of Contract Amendment #3 between Clackamas County and Canby Area Chamber of Commerce (Chamber) for Chamber to provide Business Recovery Center (BRC) services in support of the local business community impacted by the COVID-19 pandemic. The amendment adds \$50,000 in Oregon State Lottery funds to enable the Chamber to continue to provide BRC services to the local business community through March 2022.
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 in Clackamas County Oregon State Lottery funds. Total Contract not to exceed \$162,366.00.
<b>Funding Source</b>	Oregon State Lottery through Business & Community Services. These funds are within the BCS FY 21/22 budget. No general funds involved.
<b>Duration</b>	This agreement became effective on November 20, 2020. This amendment #3 changes the contract termination date from September 30, 2021 to March 31, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• The original BRC contract and amendments were signed by County Administrator Gary Schmidt due to the contract value being under \$150,000.</li> <li>• The August 17, 2021 ARPA update to the BCC included approval of \$150,000 of County ARPA funds being allocated to six Chambers of Commerce to extend Business Recovery Center services through September 30, 2021. Due to the complexity of ARPA funding requirements, the funding source was changed from ARPA to Oregon State Lottery funds.</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This contract amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing BRC services to businesses impacted by COVID-19 will help them make it through the pandemic so they can operate/reopen under the new normal, and eventually expand as economic times improve.</li> <li>2) This contract amendment supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business beyond the COVID-19 pandemic.</li> </ol>
<b>County Counsel Review</b>	County Counsel Review Date: 10/19/2021 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? Yes
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director (503) 742-4303
<b>Contract No.</b>	3532

**BACKGROUND:**

Clackamas County, through its Department of Business and Community Services, Economic Development Division, along with seven chambers of commerce, has established six Business Recovery Centers to connect business owners to assistance and resources they need to recover from the economic downturn caused by the COVID-19 pandemic.

The recovery centers are:

- Canby Area Business Recovery Center
- Lake Oswego & West Linn Area Business Recovery Center
- North Clackamas Business Recovery Center
- Oregon City Business Recovery Center
- Sandy Area Business Recovery Center
- Wilsonville Recovery Center

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- Referrals to organizations and resources
- Access to interpreters and translation services

Initial BRC efforts were funded by the Coronavirus Aid, Relief and Economic Security (CARES) Act through Clackamas County. This amendment, as well as the last one, is funded by Clackamas County Oregon State Lottery funds.

The supporting chambers are Canby, Lake Oswego/West Linn, North Clackamas, Oregon City, Sandy and Wilsonville.

More information is available at <http://www.clackamasbusiness.org>.

**PROCUREMENT PROCESS:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve contract amendment #3 with the Canby Area Chamber of Commerce.

Respectfully submitted,



Sarah Eckman  
Interim Director, Business & Community Services

**AMENDMENT #3  
TO THE CONTRACT DOCUMENTS WITH CANBY CHAMBER OF COMMERCE FOR  
OPERATION OF BUSINESS RECOVERY CENTERS  
Contract #3532**

This Amendment #3 is entered into between **Canby Chamber of Commerce** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **November 24, 2020** (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. **ARTICLE I, Section 1. Effective Date and Duration** is hereby amended as follows:  
The Contract termination date is hereby changed from September 30, 2021 to **March 31, 2022**. County and Contractor acknowledge that Work may have been performed after September 30, 2021. By execution of this Amendment #3, the County hereby approves and ratifies Work performed after September 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
  
2. **ARTICLE I, Section 3. Consideration** is hereby amended as follows:  
County will provide an additional **\$50,000** in compensation for Contractor to perform the Work during the extended term of this Contract. The total Contract Compensation shall not exceed \$162,366.00.

ORIGINAL CONTRACT	\$ 49,866.00
AMENDMENT #1	\$ 37,500.00
AMENDMENT #2	\$ 25,000.00
<b><u>AMENDMENT #3</u></b>	<b><u>\$ 50,000.00</u></b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 162,366.00</b>

3. **Source of Funds.** On or about August 17, 2021, the parties executed Amendment #2 to the Contract. Amendment #2 provided an additional \$25,000.00 and stated such funding was subject to ARPA. The County will not use ARPA funds to pay Contractor under this Contract. As such, the ARPA requirements set forth in Amendment #2 are hereby deleted.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

**Canby Chamber of Commerce**

  
Authorized Signature \_\_\_\_\_ Date 10/19/21

KYLE LANG  
Printed Name \_\_\_\_\_

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**

**Andrew Naylor** Digitally signed by Andrew Naylor  
Date: 2021.10.19 14:12:02 -07'00'  
\_\_\_\_\_  
County Counsel Date





**BUSINESS & COMMUNITY SERVICES**

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 WWW.CLACKAMAS.US/BCS

SARAH ECKMAN, INTERIM DIRECTOR

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Contract Amendment #3 between Clackamas County and  
 Lake Oswego Chamber of Commerce (Chamber)  
 to provide Business Recovery Center services  
in support of the local business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approval of Contract Amendment #3 between Clackamas County and Lake Oswego Chamber of Commerce (Chamber) for Chamber to provide Business Recovery Center (BRC) services in support of the local business community impacted by the COVID-19 pandemic. The amendment adds \$50,000 in Oregon State Lottery funds to enable the Chamber to continue to provide BRC services to the local business community through March 2022.
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 in Clackamas County Oregon State Lottery funds. Total Contract not to exceed \$163,520.00.
<b>Funding Source</b>	Oregon State Lottery through Business and Community Services. These funds are within the BCS FY 21/22 budget. No general funds involved.
<b>Duration</b>	This agreement became effective on November 20, 2020. This amendment #3 changes the contract termination date from September 30, 2021 to March 31, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• The original BRC contract and amendments were signed by County Administrator Gary Schmidt due to the contract value being under \$150,000.</li> <li>• The August 17, 2021 ARPA update to the BCC included approval of \$150,000 of County ARPA funds being allocated to six Chambers of Commerce to extend Business Recovery Center services through September 30, 2021. Due to the complexity of ARPA funding requirements, the funding source was changed from ARPA to Oregon State Lottery funds.</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This contract amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing BRC services to businesses impacted by COVID-19 will help them make it through the pandemic so they can operate/reopen under the new normal, and eventually expand as economic times improve.</li> <li>2) This contract amendment supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business beyond the COVID-19 pandemic.</li> </ol>
<b>County Counsel Review</b>	County Counsel Review Date: 10/19/2021 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? Yes
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director (503) 742-4303
<b>Contract No.</b>	3508

**BACKGROUND:**

Clackamas County, through its Department of Business and Community Services, Economic Development Division, along with seven chambers of commerce, has established six Business Recovery Centers to connect business owners to assistance and resources they need to recover from the economic downturn caused by the COVID-19 pandemic.

The recovery centers are:

- Canby Area Business Recovery Center
- Lake Oswego & West Linn Area Business Recovery Center
- North Clackamas Business Recovery Center
- Oregon City Business Recovery Center
- Sandy Area Business Recovery Center
- Wilsonville Recovery Center

The BRCs provide a one-stop shop for recovery assistance and resources for businesses of all sizes and types. While each BRC is dedicated to a specific part of the County, no Clackamas County business who requests assistance will be turned away, regardless of geographic location.

Services are offered in multiple languages and, depending on client needs, may include:

- Individualized answers to business questions
- Assistance with connecting to financial resources
- Help with navigating technical resources
- Educational resources
- Referrals to organizations and resources
- Access to interpreters and translation services

Initial BRC efforts were funded by the Coronavirus Aid, Relief and Economic Security (CARES) Act through Clackamas County. This amendment, as well as the last one, is funded by Clackamas County Oregon State Lottery funds.

The supporting chambers are Canby, Lake Oswego/West Linn, North Clackamas, Oregon City, Sandy and Wilsonville.

**PROCUREMENT PROCESS:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve contract amendment #3 with the Lake Oswego Chamber of Commerce.

**ATTACHMENT:**

Contract Amendment #3 between Clackamas County and Lake Oswego Chamber of Commerce

Respectfully submitted,



Sarah Eckman  
Interim Director, Business & Community Services

**AMENDMENT #3  
TO THE CONTRACT DOCUMENTS WITH LAKE OSWEGO CHAMBER OF COMMERCE FOR  
OPERATION OF BUSINESS RECOVERY CENTERS  
Contract #3508**

This Amendment #3 is entered into between **Lake Oswego Chamber of Commerce** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **November 19, 2020** (“Contract”).

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:  
The Contract termination date is hereby changed from September 30, 2021 to **March 31, 2022**. County and Contractor acknowledge that Work may have been performed after September 30, 2021. By execution of this Amendment #3, the County hereby approves and ratifies Work performed after September 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
County will provide an additional **\$50,000** in compensation for Contractor to perform the Work during the extended term of this Contract. The total Contract Compensation shall not exceed \$163,520.00.

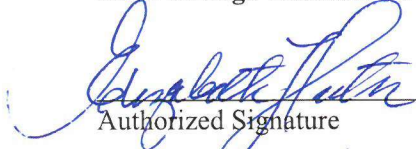
ORIGINAL CONTRACT	\$ 51,020.00
AMENDMENT #1	\$ 37,500.00
AMENDMENT #2	\$ 25,000.00
AMENDMENT #3	\$ <b>50,000.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 163,520.00</b>

3. **Source of Funds.** On or about August 17, 2021, the parties executed Amendment #2 to the Contract. Amendment #2 provided an additional \$25,000.00 and stated such funding was subject to ARPA. The County will not use ARPA funds to pay Contractor under this Contract. As such, the ARPA requirements set forth in Amendment #2 are hereby deleted.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

**Lake Oswego Chamber of Commerce**

 10/19/21  
Authorized Signature                      Date

Elizabeth Hartman  
Printed Name

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**

**Andrew Naylor** Digitally signed by Andrew Naylor  
Date: 2021.10.19 14:12:32 -07'00'

\_\_\_\_\_  
County Counsel    Date



**BUSINESS & COMMUNITY SERVICES**

150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045  
 WWW.CLACKAMAS.US/BCS

SARAH ECKMAN, INTERIM DIRECTOR

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Contract Amendment #4 between Clackamas County and  
 North Clackamas County Chamber of Commerce (Chamber)  
 to provide Business Recovery Center services  
in support of the local business community impacted by the COVID-19 pandemic

<b>Purpose/Outcomes</b>	Approval of Contract Amendment #4 between Clackamas County and North Clackamas County Chamber of Commerce (Chamber) for Chamber to provide Business Recovery Center (BRC) services in support of the local business community impacted by the COVID-19 pandemic. The amendment adds \$50,000 in Oregon State Lottery funds to enable the Chamber to continue to provide BRC services to the local business community through March 2022.
<b>Dollar Amount and Fiscal Impact</b>	\$50,000 in Clackamas County Oregon State Lottery funds. Total Contract not to exceed \$193,145.00.
<b>Funding Source</b>	Oregon State Lottery through Business and Community Services. These funds are within the BCS FY 21/22 budget. No general funds involved.
<b>Duration</b>	This agreement became effective on November 20, 2020. This amendment #4 changes the contract termination date from September 30, 2021 to March 31, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• The original BRC contract and amendments were signed by County Administrator Gary Schmidt due to the contract value being under \$150,000.</li> <li>• The August 17, 2021 ARPA update to the BCC included approval of \$150,000 of County ARPA funds being allocated to six Chambers of Commerce to extend Business Recovery Center services through September 30, 2021. Due to the complexity of ARPA funding requirements, the funding source was changed from ARPA to Oregon State Lottery funds.</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1) This contract amendment supports the BCS goal of giving businesses access to innovative tools and programs to help them locate or expand in Clackamas County. Providing BRC services to businesses impacted by COVID-19 will help them make it through the pandemic so they can operate/reopen under the new normal, and eventually expand as economic times improve.</li> <li>2) This contract amendment supports the County strategic priority of Growing a Vibrant Economy by providing much needed assistance to Clackamas County small businesses so they can remain in business beyond the COVID-19 pandemic.</li> </ol>
<b>County Counsel Review</b>	County Counsel Review Date: 10/19/2021 Counsel Initials: ARN
<b>Procurement Review</b>	Was the item processed through procurement? Yes
<b>Contact Person</b>	Sarah Eckman, BCS Interim Director (503) 742-4303
<b>Contract No.</b>	3506

**BACKGROUND:**

Clackamas County, through its Department of Business and Community Services, Economic Development Division, along with seven chambers of commerce, has established six Business Recovery Centers to connect business owners to assistance and resources they need to recover from the economic downturn caused by the COVID-19 pandemic.

The recovery centers are:

- Canby Area Business Recovery Center
- Lake Oswego & West Linn Area Business Recovery Center
- North Clackamas Business Recovery Center
- Oregon City Business Recovery Center
- Sandy Area Business Recovery Center
- Wilsonville Recovery Center

The BRCs provide a one-stop shop for recovery assistance and resources for businesses of all sizes and types. While each BRC is dedicated to a specific part of the County, no Clackamas County business who requests assistance will be turned away, regardless of geographic location.

Services are offered in multiple languages and, depending on client needs, may include:

- Individualized answers to business questions
- Assistance with connecting to financial resources
- Help with navigating technical resources
- Educational resources
- Referrals to organizations and resources
- Access to interpreters and translation services

Initial BRC efforts were funded by the Coronavirus Aid, Relief and Economic Security (CARES) Act through Clackamas County. This amendment, as well as the last one, is funded by Oregon State Lottery funds.

The supporting chambers are Canby, Lake Oswego/West Linn, North Clackamas, Oregon City, Sandy and Wilsonville.

More information is available at <http://www.clackamasbusiness.org>.

**PROCUREMENT PROCESS:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff respectfully recommends the BCC approve contract amendment #4 with the North Clackamas County Chamber of Commerce.

Respectfully submitted,



Sarah Eckman  
Interim Director, Business & Community Services



**AMENDMENT #4**  
**TO THE CONTRACT DOCUMENTS WITH NORTH CLACKAMAS COUNTY CHAMBER OF**  
**COMMERCE FOR OPERATION OF BUSINESS RECOVERY CENTERS**  
**Contract #3506**

This Amendment #4 is entered into between **North Clackamas County Chamber of Commerce** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **November 20, 2020** (“Contract”).

The Purpose of this Amendment #4 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:  
The Contract termination date is hereby changed from September 30, 2021 to **March 31, 2022**. County and Contractor acknowledge that Work may have been performed after September 30, 2021. By execution of this Amendment #4, the County hereby approves and ratifies Work performed after September 30, 2021. All previously performed Work is and remains subject to the terms and conditions of the Contract. The County reserves all rights, remedies, claims, and causes of action it may have with respect to previously performed Work.
2. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
County will provide an additional **\$50,000** in compensation for Contractor to perform the Work during the extended term of this Contract. The total Contract Compensation shall not exceed \$193,145.00.

ORIGINAL CONTRACT	\$ 77,584.00
AMENDMENT #1	\$ 3,061.00
AMENDMENT #2	\$ 37,500.00
AMENDMENT #3	\$ 25,000.00
<b>AMENDMENT #4</b>	<b>\$ 50,000.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 193,145.00</b>

3. **Source of Funds.** On or about August 17, 2021, the parties executed Amendment #3 to the Contract. Amendment #3 provided an additional \$25,000.00 and stated such funding was subject to ARPA. The County will not use ARPA funds to pay Contractor under this Contract. As such, the ARPA requirements set forth in Amendment #3 are hereby deleted.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

**North Clackamas Chamber of Commerce**

 10/15/21

Authorized Signature                      Date

Laura Edmonds  
Printed Name

**Clackamas County**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved as to Form:**

**Andrew Naylor** Digitally signed by Andrew Naylor  
Date: 2021.10.19 14:13:01 -07'00'  
\_\_\_\_\_  
County Counsel    Date



October 28, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Sale and Transfer of County Property to Donnie L. Martin

<b>Purpose/Outcomes</b>	Approval of the Sale and Transfer of county property Tax Lot 31W12D 03500, parcel no. 05020905 to Donnie L. Martin.
<b>Dollar Amount and Fiscal Impact</b>	\$1,000.00 sale proceeds for parcel; returning property to tax rolls
<b>Funding Source</b>	Private buyer
<b>Duration</b>	In perpetuity
<b>Strategic Plan Alignment</b>	<p>1. The Property Disposition line of business the department of Business &amp; Community Services purpose is to provide land and surplus property management services to County departments and elected officials on behalf of the public so they can make informed decisions regarding land development and infrastructure, and generate additional revenue to support, maintain, and enhance other public services. Selling county-owned properties advances the goal of repurposing properties for public benefit or returning them to the tax rolls.</p> <p>2. Build public trust through good government by conducting property sales in a transparent manner.</p>
<b>Previous Board Action</b>	Approved to move to the consent agenda at Administrator Issues October 12, 2021
<b>Counsel Review</b>	10/12/2021, KR
<b>Contact Person</b>	Sarah Eckman, Interim Director, BCS – 503-894-3135

**BACKGROUND:**

Parcel 05020905 Map Number 31W12D 03500 was received by foreclosure in 2014 per Deed 2014-064905. Business and Community Services (BCS), Property Disposition considered the tax foreclosed property assets to be declared as surplus and consistent with standard practice, developed a list of properties which was distributed to County Departments, local Municipalities, County agencies and Special Districts. This parcel was offered to these public entities to no avail. This parcel was then offered in 2019 in a “Strip Campaign” to be sold/disposed of. At this time both abutting/adjacent homeowners declined stating that they had no interest in the purchase. Since 2019, an abutting property owner has come forward with an offer to purchase the property. County Counsel reviewed Real Market Value (RMV) with Assessment and Taxation staff and believe that the parcel has little to no value other than to an adjacent or abutting landowner. Property Disposition under the direction of the BCS Interim Director, Sarah Eckman, and Senior

County Counsel, Kathleen Rastetter recommend the sale of parcel 05020905; accepting the current offer of \$1000.00.

**RECOMMENDATION:**

Staff respectfully recommend the sale of this parcel to the adjacent property owner Donnie L. Martin, returning the property to the tax rolls.

**ATTACHMENTS:**

1. Quit Claim Deed Tax Lot 31W12D 03500, parcel no. 05020905
2. Aerial photo
3. Deed 2014-064905 (this is the original 2014 foreclosure deed)

Respectfully submitted,



Sarah Eckman, Interim Director  
Business & Community Services

**After recording return to:**

Clackamas County Property Disposition/Sarah Eckman  
150 Beaver Creek Rd.  
Oregon City, OR 97045

**Until change is requested all taxes shall be sent to:**

Donnie L. Martin  
22222 SW Antioch Downs Ct.  
Tualatin, OR 97062

Accepted by Clackamas County  
Board Order No.

**QUITCLAIM DEED**

THE GRANTOR(S), Clackamas County, Oregon, for and in consideration of: \$ One thousand dollars and 00/100 (\$1,000.00), conveys and quitclaims all right, title and interest in and to the GRANTEE, Donnie L Martin, the following described real estate, situated in the County of Clackamas, State of Oregon, to-wit:

A tract of land in Section 12, Township 3 South, Range 1 West of the Willamette Meridian, in the County of Clackamas and State of Oregon, as described in deed to John M. Brown recorded January 25, 1928, in Deed Book 191, Page 426, Clackamas County Deed Records, and more fully described as follows:

Beginning at a point 26 feet South of the Northwest corner of a tract of land described in deed to Charles W. Woolever, et ux, recorded December 5, 1921 in Deed Book 165, Page 508, Clackamas County Deed Records, said Northwest corner being 858 feet North, 2569 feet West and 858 feet North of the Southeast corner of said Section 12; running thence North 26 feet tracing the West boundary of said Brown tract to the Northwest corner of said Woolever tract; thence East 26 feet tracing the North boundary of said Brown tract to a point; thence South 45° West 36.7 feet to the place of beginning. NOTE; This legal description was compiled from the legal descriptions shown in Deed Book 191, Page 426, recorded January 25, 1928, and Deed Book 165, Page 508, recorded December 5, 1921, Clackamas County Deed Records.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER *ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010*. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN *ORS 92.010 OR 215.010*, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN *ORS 30.930*, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER *ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010*.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

GRANTOR(S): \_\_\_\_\_  
Clackamas County

STATE OF OREGON, County of Clackamas) ss.

On this day personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, Grantor(s), to me known to be the individuals(s) described in and who

executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_



After recording return to:  
Clackamas County Property Resources  
150 Beaver Creek Rd.  
Oregon City, OR 97045



NO FEE

12/18/2014 10:26:48 AM

D-FD Cnt=1 Stn=9 COUNTER1  
This is a no fee document

SP

DEED

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

THIS DEED, made this 18th day of December, 2014, between Bob Vroman, Clackamas County Assessor and Tax Collector, State of Oregon, "Grantor", and Clackamas County, a political subdivision of the State of Oregon, "Grantee",

WITNESSETH

WHEREAS, pursuant to a Judgment of the Circuit Court of the State of Oregon, in and for the County of Clackamas, duly made and entered on the 22<sup>th</sup> day of August, 2012, Clackamas County Circuit Court No. CCV 12080547, wherein Clackamas County, Oregon was plaintiff, and Eagle Creek Homes LLC, et al, were defendants, the real properties described below were sold to Clackamas County, Oregon subject to redemption, and

WHEREAS, these real properties have been held by Clackamas County, Oregon, for the period of two years from the date of the Judgment of Foreclosure, and have not been redeemed; and notice of expiration of the redemption period has been given by publication in the designated newspaper of general circulation in Clackamas County, Oregon, to-wit: The Clackamas Review, in two weekly issues of said newspaper not more than 30 days and not less than ten days prior to the date of expiration of the redemption period, proof of which is attached hereto as Exhibit "A", and by this reference made a part hereof, and

Whereas, UNDER THE LAWS OF THE State of Oregon and for and in consideration of the Judgment of Foreclosure, I execute this deed conveying to Clackamas County, a political subdivision of the State of Oregon, the following described real properties, to-wit:

Account Number	Tax lot Number	Deed Reference Number	Judgment Amount \$	Name
00010874	11E25DA01600	96-56838	\$37.44	TAYLOR DENNIS & JUNE
01730737	12E30BB00200	2008-022513	\$2,083.93	BOUYER HEATHER
00145435	13E35B 01500	97-041763	\$5,947.72	BURKHARDT BENJAMIN K
01537956	21E11AC06300	2003-032154	\$152.89	HERBST ALBERT M
00371323	21E24AC01702	1998-124614	\$998.93	RUSSELL JEFFREY J
00371449	21E24AC02000	1998-124614	\$16.02	RUSSELL JEFFREY J
00415107	21E36BA04000	81-12111	\$315.90	KRISS REGINA
01728296	22E17CA20300	2007-086025	\$177.33	MCKINNEY LAWRENCE FREDERICK
05010592	22E18BD90P08	2005-005785	\$190.24	MARNELLA ANTHONY
00527406	22E19D 01000	98-106185	\$18,013.50	AUTOLOT LLC
00559746	22E28D 01400	00559746-09- 13	\$194.34	WHERRY ALVERTA A
00562983	22E29DB00700	2003-032153	\$748.50	HERBST ALBERT M
00563429	22E29DD00900	2008-077809	\$1,278.29	DAVIS TRISHA KRISTINE
00592503	22E32D 00800	80-48411	\$2,772.43	DUNWOODIE LAVINA
05012423	22E34C 01000	2009-028532	\$10,840.16	HLE PROPERTIES LLC
05020303	23E02A 01600	495-140	\$285.10	ELLIOTT MINNIE A
05020304	23E02B 01300	495-140	\$139.58	ELLIOTT MINNIE A
00610324	23E05D 01100	89-020423	\$9,769.62	DUVALL EVELYN M
00687493	25E07 04702	85-10031	\$339.46	HOFFMAN RUBEN E JR
00705099	26E19CD04000	99-090683	\$743.01	SIMCOE JANICE M
00732158	27E32AC03100	87-040342	\$224.97	BRUSS REGINALD D & LINDA M
00732167	27E32AC03200	87-040342	\$224.97	BRUSS REGINALD D & LINDA M
00732176	27E32AC03300	87-040342	\$224.97	BRUSS REGINALD D & LINDA M
00732265	27E32AC03900	90-062497	\$1,734.28	WILLEFORD BARBARA A
00733898	27E32BC11000	2008-069824	\$603.52	ZIMMERMAN ERIC
00733941	27E32BC11500	2006-081311	\$477.74	BURKE LOIS ANN
00737938	27E32DD01100	1997-044741	\$1240.71	JOHNSON MARTHA L TRUSTEE
01421161	31E03B 02600	1988-037153	\$55.83	ZIEGLER INVESTMENTS INC
05020471	31E33CB04601	2008-045843	\$12,919.19	BIZON PHILIP D
05020472	31E33CB04602	2008-045843	\$12,950.58	BIZON PHILIP D
05020905	31W12D 03500	SM080569	\$26.56	UNKNOWN OWNER
00810705	31W14CC00400	1991-003303	\$108.95	WEILER LOIS L
00842280	32E04C 00802	2000-054112	\$2,872.93	S & V RENTALS INC
01871497	32E08DA06100	1998-083113	\$982.12	RENAISSANCE DEVEL

				CORP
00983715	37E11D 01000	85-10031	\$585.73	HOFFMAN MICHAEL D 1/2
00987070	38E17C 00100D2	1991-062682	\$1927.98	MCCALVY DALE J & CAROL A
01034801	42E22A 02200	2004-038619	\$1,050.52	SMITH TRACY W
05020599	43E11 01900	1982-9331	\$127.96	SPRAWCEW ANNA G HEIRS OF
01084971	52E02B 00200	79-40117	\$23.67	BATTLESON PHYLLIS A

Prior to this foreclosure suit, these parcels of real property were owned by the defendants specified, but they were sold to Clackamas County, Oregon during this suit for the judgment amounts specified, and were not redeemed as provided by law,

NOW, THEREFORE, I, Bob Vroman, (Grantor) grant, bargain, sell, and convey unto Clackamas County, Oregon and its assigns (Grantee) forever, the parcels of real property described above.

GIVEN UNDER MY HAND OFFICIALLY THIS 18<sup>th</sup> day of December, 2014.



Bob Vroman  
County Assessor and Tax Collector  
Clackamas County, Oregon

STATE OF OREGON        )  
                                  ) ss.  
County of Clackamas    )

On this, the 26th of November, 2013, before me, County Clerk in and for Clackamas County, State of Oregon, personally came Bob Vroman, County Assessor and Tax Collector of this County, known to me to be the individual described in this document, and who, as Assessor and Tax Collector, executed this document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above-written.

  
SHERRY HALL, County Clerk



6605 SE Lake Road, Portland, OR 97222  
PO Box 22109 • Portland, OR 97269-2109  
Phone: 503-684-0360; Fax: 503-620-3433  
E-mail: legals@commnewspapers.com

**AFFIDAVIT OF PUBLICATION**

State of Oregon, County of Clackamas, SS I, Charlotte Allsop, being the first duly sworn, depose and say that I am the Accounting Manager of the *Clackamas Review, Oregon City News, and Estacada News*, a newspaper of general circulation, published at Portland, in the aforesaid county and state, as defined by ORS 193.010 and 193.020, that

**Clackamas Co Assessment and Taxation  
2102 Notice of Expiration  
CLK13173**

A copy of which is hereto annexed, was published in the entire issues of said newspapers for

**2**  
Successive and consecutive weeks in the following issues:

September 10, 2014  
September 17, 2014

*Charlotte Allsop*

Charlotte Allsop (Accounting Manager)

Subscribed and sworn to before me this September 17, 2014.

*René R. Muller*

NOTARY PUBLIC FOR OREGON

My commission expires *Sept. 11, 2016*

Acct#131397  
Attn: Sharon Smith  
Clackamas Co Assessment & Taxation  
150 Beaver Creek Rd  
Oregon City, OR 97045

Size: 2 x 1.75"  
Amount Due: \$59.85\*  
\*Please remit to the above address,

**PUBLIC NOTICE**

**PUBLIC NOTICE IS HEREBY GIVEN,**

that the two-year period for the redemption of real properties included in the 2012 delinquent tax lien foreclosure proceedings instituted by Clackamas County, Oregon on August 22, 2012, in the Circuit Court of the State of Oregon for Clackamas County, Suit Number CV12080547, and included in the judgment entered therein on October 5, 2012, will expire on **October 6, 2014**. All properties ordered sold under said judgment, unless redeemed on or before October 6, 2014, will be deeded to Clackamas County, Oregon, immediately on expiration of said period of redemption, and every right and interest of any person in such properties will be forfeited forever to Clackamas County, Oregon.  
Publish 09/10/09/17/2014 CLK13173



(5)



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## Clackamas County Surplus Tax Foreclosed Real Estate



**31W12D 03500/ 05020905- No Situs**

- **Approximately .01 acres**

**Assessed Real Market Value: \$631.00/adjacent/abutting owner offer: \$1000.00**





**Daniel Nibouar**  
Interim Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with AshBritt, Inc. for the  
On-Call Disaster Debris Removal and Disposal Services Project**

<b>Purpose/Outcome</b>	Execution of Contract # 4669 for On-Call Disaster Debris Removal and Disposal Services in the event of a major disaster. The contract is intended for use for a disaster that generates debris that is or is likely to be a FEMA-declared disaster.
<b>Dollar Amount and Fiscal Impact</b>	Contract is on an as needed or on-call basis. The exact amount of work that may be necessary, if any, is unknown and will only arise upon the occurrence of a major disaster event.
<b>Funding Source</b>	Disaster Management. (In the event of an emergency declaration, funding would be identified and approved by the Board as needed, and allocated for expenditure through Disaster Management. As an on-call disaster response contract, funding is not identified or encumbered in advance)
<b>Duration</b>	Date of signature through September 30, 2026
<b>Previous Board Action/Review</b>	Debris monitoring contract (another important component of disaster debris response) was approved with TetraTech on June 4, 2020.  At an October 20, 2020 policy session, the Board directed staff to develop and proceed through an RFP process to secure a 5-year on-call contract for debris removal services covering all disaster debris scenarios.
<b>Strategic Plan Alignment</b>	1. <i>How does this item align with your department's Strategic Business Plan goals? Disaster response planning to respond to a regional or local disaster is a strategic focus for Transportation &amp; Development (DTD). This contract is an important component of a complete disaster debris plan and strategy which is a Strategic Result for DTD. Disaster debris planning has a role in supporting a resilient community in recovery from disasters, which is a strategic result for Disaster Management.</i>  2. <i>How does this item align with the County's Performance Clackamas goals? Disaster debris planning, of which this contract is one part, does not advance a specific Performance Clackamas goal, but helps to support the Performance Clackamas strategic priorities to Ensure Safe, Healthy and Secure Communities and a Vibrant Economy.</i>
<b>Counsel Review</b>	AN, September 29, 2021
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Eben Polk, Sustainability Supervisor, 503-742-4470; Daniel Nibouar, Interim Director Disaster Management, 503-650-3381
<b>Contract No.</b>	4669



**Daniel Nibouar**  
*Interim Director*

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

**Background:**

Clackamas County suffers disasters that generate debris that must be responsibly removed, sorted, and disposed. Floods, forest fires, landslides, earthquakes, wind and ice storms, and volcanic events all may result in debris requiring cleanup. Recent examples include the September 2020 wildfires and the February 2021 ice storm, both of which were declared as a disaster at the local, state and federal level, and for which debris removal funds were available through FEMA. Debris cleanup after a large event such as a Cascadia fault earthquake could cost more than \$100 million. Rapid activation of a qualified debris removal contractor is essential for protecting public health and safety and for expediting disaster recovery. A qualified debris removal contractor is also key to maximizing cost recovery from FEMA. While other agencies are anticipated to have roles in removing debris depending on the nature, location and size of an event, potentially including state or regional agencies, recent experience demonstrates that a disaster may be focused in Clackamas County without impacting other counties in the tri-county Metro area.

This contract is a new and important element of the County's planning to handle disaster debris and compliments the County's existing on-call Debris Monitoring Contract signed in 2020. FEMA guidance outlines a role for the debris removal contractor to collect, haul, and recycle or dispose of debris from public lands and roadways (and in certain circumstances from private property). The complimentary role of the debris monitoring contractor (which the County already has in place) is to oversee and monitor debris removal operations to ensure accurate reporting and accountability—which helps ensure FEMA reimbursement.

**Procurement Process:**

Following direction from the Board to proceed in developing a Request for Proposals for on-call debris removal services, staff convened a group to develop a scope of work and RFP. This process was interrupted at points by active response to wildfire and ice storm events. The process, as with other disaster debris planning work in recent years, was staffed collaboratively by Transportation and Development (which has a significant role in Emergency Operations Center activity including debris removal, and hosts the Debris Manager designation) and Disaster Management (as the lead department in disaster response).

The RFP was advertised in accordance with ORS and LCRB Rules on April 20, 2021. Proposals were opened on June 1, 2021. The County received five (5) Proposals: AshBritt Inc, Ceres Environmental Services, DRC Emergency Services, Southern Disaster Recovery, and T.F.R. An evaluation committee of staff from Transportation & Development (4), Disaster Management (2), Finance (1) personnel and a guest evaluator from Public Works Department at Lake Oswego reviewed the proposals. AshBritt, Inc.'s proposal confirmed their capability of performance and ranking them the highest scored proposer. Upon Contract award, the final statement of work was negotiated and finalized.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the on-call disaster debris removal and disposal services Contract with AshBritt, Inc.

Respectfully Submitted,

Daniel Nibouar  
Interim Director



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4669**

This Goods and Services Contract (this “Contract”) is entered into between **AshBritt, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Disaster Management, for the purposes of providing on-call disaster debris removal and disposal services (“Work”).

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **September 30, 2026**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in RFP#2020-101 Disaster Debris Removal and Disposal, issued on April 20, 2021, attached and hereby incorporated by reference as Exhibit “B.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “B”, and the Contractor’s Proposal attached and hereby incorporated by reference as Exhibit “C.” Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Daniel Nibouar.

**III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor for performing the Work on a time and material basis, as detailed in this Contract. Work performed under this is Contract is on an as-needed or on-call basis. The exact amount of Work that may be necessary, if any, is unknown and will only arise upon the occurrence of a major disaster event. Because this Contract is on an on-call or as-needed basis, and the exact nature of Work required by County, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor a specific amount. In the event County does request Contractor perform the Work, consideration rates shall be on a time and materials basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task

Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: [DNibouar@clackamas.us](mailto:DNibouar@clackamas.us)

4. **CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Rob Ray Phone: 954-868-9502 Email: <a href="mailto:r-ray@ashbritt.com">r-ray@ashbritt.com</a>	Administrator: Daniel Nibouar Phone: 503-650-3381 Email: <a href="mailto:DNibouar@clackamas.us">DNibouar@clackamas.us</a>

IV. **CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable

administrative discretion, to continue to make payments under this Contract.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
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 County 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.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, 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, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, 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.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, 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.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. 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 with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain



employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** 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, whichever is greater, 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.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. 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.

**12. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby

irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, and 32 and all other terms and conditions which by their context are intended to survive termination of this Contract.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** 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. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** 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.

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.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any

claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) 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 such 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 funds due or to become

due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

29. **DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
  
30. **INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
  
31. **FEDERAL CONTRACTING REQUIREMENTS.** County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein
  
32. **MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND**

**CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**AshBritt, Inc.**  
565 E. Hillsboro Blvd.  
Deerfield Beach, FL 33441

Clackamas County

  
\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

Dow Knight, Senior Vice President  
\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary                      Date

1218761-97  
\_\_\_\_\_  
Oregon Business Registry #

Approved as to Form:

S Corporation - State of Florida  
\_\_\_\_\_  
Entity Type / State of Formation

  
\_\_\_\_\_  
County Counsel                      09/29/2021  
Date



**Exhibit A**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, “Contractor” means AshBritt, Inc., and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed

under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant,

loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, AshBritt Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Dow Knight, Senior Vice President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

09/28/2021  
\_\_\_\_\_  
Date

**EXHIBIT B**  
**RFP#2020-101**  
**Disaster Debris Removal and Disposal**



**REQUEST FOR PROPOSALS #2020-101**

**FOR**

**Disaster Debris Removal and Disposal**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**MARK SHULL, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Ryan Rice**  
**Clackamas County Procurement**

**Tralee Whitley**  
**Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: June 1, 2021**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**



## **SCHEDULE**

Request for Proposals Issued .....	April 20, 2021
Protest of Specifications Deadline .....	April 27, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions .....	May 25, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 1, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award .....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date... ..	July 2021

## **TABLE OF CONTENTS**

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers .....	2
Section 3 – Scope of Work .....	6
Section 4 – Evaluation and Selection Criteria.....	9
Section 5 – Proposal Content (Including Proposal Certification).....	13

**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 1, 2021** (“Closing”), to provide Disaster Debris Removal and Disposal. No Proposals will be received or considered after that time.

This RFP is not intended to replace any prequalified list that were awarded under RFP#2020-124 Disaster Debris Clearance, Removal and Disposal. This RFP is intended to result in an On-Call contract. This contract is expected to become effective on or about July 2021 and expire on June 30, 2026. However, as On-Call contracts, there is no guarantee payment level. Major disasters impacting communities the size of Clackamas County may result in debris removal costs of \$25,000,000 or more.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-101-21.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services via emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Tralee Whitley, [twhitley@clackamas.us](mailto:twhitley@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.



## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County, Oregon is seeking Proposals from vendors to provide Disaster Debris Clearance & Removal (“Debris Removal”) services in the event of a natural or manmade disaster and upon request by the County. The objective of this contract is to secure the services of an experienced Contractor who is capable of efficiently clearing and removing large volumes of disaster generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The selected Debris Removal contractor may be included in future post-disaster procurement actions with short turnaround times. Public health and safety and economic recovery are dependent on prompt and effective debris clearance, removal and disposal.

This Scope of Work is primarily applicable to federally-declared disasters impacting the geographic boundaries of Clackamas County and on request the following municipal corporations, including all cities, School Districts, Special Districts, and County Service Districts. Several of the cities and districts are located in both Clackamas and Washington County. This scope of work is limited to debris removal activities in Clackamas County.

#### **3.1.1 GENERAL**

Each disaster is unique and comes with its own set of challenges. This document provides prequalification requirements for Clackamas County Debris Clearance and Removal Contractors. Debris clearance and removal pertains to the clearance, collection, transportation, and reuse, recycling and/or disposal of debris following a disaster.

**Prequalification Requirements.** The following is required:

**Experience.** Contractor must have completed, as the prime contractor, three or more debris cleanups involving a minimum of 50,000 tons (100,000 cubic yards) of Construction & Demolition (“C&D”) debris or a minimum of 250,000 cubic yards (CY) of vegetative debris (Qualifying Events). At least 1 Qualifying Event must have included the removal of a minimum of 50,000 tons of C&D debris. Qualifying Events must have been associated with a Federal Disaster Declaration. An Automated Debris Management System (ADMS) must have been used to track debris removal and disposal. Prequalification documentation shall be provided for 3 debris removal Qualifying Events as follows:

1. FEMA declaration name and number
2. Location (city/county/state)
3. Public Agency (or Private Nonprofit Facility)
4. Public Agency Contact (name, telephone, email)
5. Start and end date of contract
6. Prime Contractor? (yes/no)
7. Dollar value of contract
8. Quantity and type of debris removed (C&D or Vegetative)
9. Automated Debris Management System (ADMS) used? (yes/no).

**Key Personnel.** Contractor must have currently employed and experienced key personnel. Contractors Project Manager and Operations Manager must have relevant experience on no less than 3 Qualifying Events. Contractors Quality Control (QC) Manager and Safety & Health (S&H) Manager must have relevant experience on at least 1 Qualifying Event. All key personnel must have completed at least one

Qualifying Event while employed by the contractor. Prequalification documentation for key personnel shall be provided as follows:

1. Team Member Name:
2. Team Member Position (i.e. "Project Manager"):
3. Qualifying Events (FEMA Name & Number - 3 events for Project Manager & Operations Manager – 1 event for QC Manager and S&H Manager.
4. Qualifying Event while employed by contractor:
5. Currently employed by proposer? Yes/No.

Financial Capability. The Contractor shall have the ability to fund the costs of the project, and pay its staff and subcontractors in a timely manner, until payment is received from the County to the Contractor. Payment will be made consistent with the Clackamas County General Conditions for Public Improvement Contracts, dated January 1, 2020, Section E. Those conditions can be found here:

<https://www.clackamas.us/finance/terms.html> Debris clearance and removal in Clackamas County following a major earthquake may result in costs exceeding \$25,000,000. The County will analyze the Contractors provided financial narrative in making this evaluation. A contractor with a current filing for bankruptcy protection, or is under a receivership, is disqualified.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

Clackamas County, Oregon exists in a region of the U.S. that faces substantial vulnerabilities, both to natural and manmade hazards. Natural hazards capable of generating debris include earthquakes, floods, landslides, wind storms, winter storms, and volcanic events. Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, large appliances, and vehicle wreckage. Manmade sources of debris include chemical, biological, radiological and explosive events. This combination of hazards results in a risk profile for the region that suggests large-scale disasters are possible and may result in widespread impacts and large volumes of disaster-generated debris.

From a debris generating event perspective, it is widely believed that the highest risk is posed by the Cascadia Subduction Zone ("CSZ"), an off-shore seismically active subduction-type fault zone capable of generating a massive magnitude 9.0 or greater earthquake. This event would cause catastrophic impacts resulting in enormous quantities of debris over a widespread area. Smaller fault zones local to the Clackamas County area may also be capable of generating earthquakes with violent ground motion and large-scale debris. A CSZ magnitude 9.0 earthquake would have a severe impact on the County and generate a significant quantity of construction and demolition debris from damaged buildings. Landslide debris may also be generated from areas of steep terrain in Clackamas County. A Cascadia earthquake or comparable event requires the County to be prepared in advance for large-scale debris removal and is the subject of this Request for Proposal.

Debris removal operations may include curbside pickup with direct disposal to a recycler or landfill as well as debris storage and reduction at one or more County Debris Management Sites (DMS). Following a debris-generating disaster the County may exercise the option to issue not-to-exceed Task Orders to provide the level of debris removal services required. Payment for services would be based on County-approved Contractor Price Proposal. Contractor operating costs shall be fully loaded and include all

expenses and equipment, including but not limited to, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

The response of the Debris Removal Contractor to the disaster recovery process must be immediate and with acceptable cost controls, accountability procedures, written reports and submittals. The Debris Removal Contractor must be capable of mobilizing 50% of needed resources within 72 hours following Notice to Proceed (NTP) and 100% of needed resources with 120 hours following NTP. Following mobilization, the Debris Removal Contractor shall support the County during the recovery effort from beginning to end. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the removal of a total of one million cubic yards of Construction & Demolition (C&D) debris in a maximum of 120 calendar days and complete all disposal operations within 180 calendar days. If a Contractor accepts task orders that are likely to exceed one million cubic yards of debris, the Contractor must provide evidence showing that the assembled workforce can undertake the additional work without jeopardizing the above time requirements.

### **3.3. SCOPE OF WORK**

**3.3.1. PRIMARY TASKS.** Primary tasks of the Debris Removal Contractor shall include:

- Performing debris clearance (if necessary)
- Examining debris to determine whether or not debris is eligible (per FEMA guidance)
- Loading FEMA-eligible debris into appropriate trucks and trailers
- Hauling the debris to an approved recycling, reuse or disposal facility
- Reducing or recycling debris as practicable
- Disposing the debris at the DMS or landfill.

Debris not defined as eligible by the latest FEMA Public Assistance Policy and Program Guidance will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Contractor by the County Debris Manager. Work shall be carried out in accordance with the Federal Emergency Management Agency, Public Assistance Program and Policy Guide V4, (2020) and Federal Emergency Management Agency, Public Assistance Debris Management Guide, FEMA-325, (2007).

The first phase following any major debris-generating event will be to perform Debris Clearance to ensure key roadways are passable (one lane with turnouts) for emergency equipment. This phase will also entail supporting emergency response operations requiring the immediate removal of debris at key facilities or structures. The County may perform all of, or part of, this emergency phase, or may assign this task to the Contractor. Regardless, the Contractor will mobilize required County-designated debris clearance personnel and equipment not later than 24 hours following Notice to Proceed. All County designated roadways will be passable (one lane with turnouts) and critical facilities accessible within 72 hours of the issuance of a task order from the County to conduct debris clearance work. Debris Clearance operations will be limited to the emergency phase of work and contain a not-to-exceed cost limitation. Work will consist of all labor, equipment, fuel and miscellaneous costs necessary to clear debris from key County roadways and critical facilities making them passable for emergency vehicular traffic. Units of measure for payment are based upon hourly equipment rental rates submitted by the Contractor in accordance with Appendix A, "Debris Clearance Fee Schedule". Given the wide range of debris-generating disasters the County reserves the right to negotiate for other hourly equipment rental debris types as needed.

### **3.3.2. DEBRIS REMOVAL AND DISPOSAL.**

Following a debris-generating disaster the County will conduct field surveys and estimate the volume and types of “eligible debris” to be recycled, reduced and removed. Estimates will be developed in general agreement with the FEMA Public Assistance Debris Estimating Field Guide (2010). For purposes of this contract eligible debris is debris generated by the event, located within the designated disaster area on public property or Right-of-Way, and responsibility of the County to remove. Whether or not to activate this contract rests solely with the County. Eligible debris requiring removal will be reflected in Appendix B, Debris Removal Fee Schedule. The work shall consist of removing and disposing of disaster generated debris as directed by the County. The general concept of debris removal operations includes multiple scheduled passes of each site, location, or Right-of-Way. This will allow residents to return to their properties and bring debris to the Right-of-Way as recovery progresses. The County will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster’s impacts. Note that following catastrophic events, collection of private property debris may be included in the scope of work for collection.

All debris identified by the County or its authorized representative will be removed. The Contractor will deliver eligible disaster debris to a County-approved Debris Management Site or final disposal facility permitted to receive disaster generated debris in compliance with federal, state, and local regulations. Bulky debris will be mechanically loaded into vehicles and trailers that do not require mechanical assistance for dumping. Smaller sized debris, such as hazardous household electronics or white goods may be hand loaded and unloaded. All other hauling vehicles that are hand-loaded will not be permitted, unless approved in advance by the County or its authorized representative.

Each disaster produces unique challenges for removing debris. For purposes of this contract “performance” can be defined as removal and disposal of debris from County-specified sections of the Right-of-Way using no less than (3) passes allowing time for citizens to move debris to the curbside. Performance may also include Debris Management Site opening, operations and closure, resolution of Contractor-damaged property and utilities, and final reporting. A specific Performance Schedule is provided in paragraph 3.3.3.19, “Performance Schedule”.

#### **3.3.2.1. Load and Haul Vegetative Debris.**

Work shall consist of loading and hauling vegetative debris from the County Right-of-Way to a designated Debris Management Site or other location approved by the County. Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Units of measure for payment are in cubic yards and distance transported.

#### **3.3.2.2. Vegetative Debris Reduction by Chipping or Grinding.**

Work shall consist of clean woody debris reduction by chipping or grinding. Chip size shall be determined by the Contractor based on ultimate disposal pathway (fuel, mulch, etc.) Units of measure for payment are in cubic yards (reduced).

#### **3.3.2.3. Vegetative Debris Reduction by Air Curtain Incineration.**

Work shall consist of clean woody debris reduction by air curtain incineration. Units of measure for payment are in cubic yards (reduced).

#### **3.3.2.4. Haul-out of Reduced Vegetative Debris (Chips or Ground Debris).**

Work shall consist of hauling clean vegetative debris (chips or ground) to a County approved site. Units of measure for payment are in cubic yards and distance transported for disposal.

#### **3.3.2.5. Haul-out of Reduced Vegetative Debris (Ash from Air Curtain Incineration).**

Work shall consist of hauling ash from air curtain incineration to a County approved site. Cost shall include testing ash for contamination in accordance with Oregon Department of Environmental Quality (ODEQ) standards. Units of measure for payment are in cubic yards and distance transported for disposal.

**3.3.2.6. Cut and Stage on County Right-of-Way Hazardous Trees 6” - 11.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on County Right-of-Way eligible hazardous trees 6” to 11.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling of the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.7. Cut and Stage on County Right-of-Way Hazardous Trees 12” - 23.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 12” to 23.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling of the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.8. Cut and Stage on County Right-of-Way Hazardous Trees 24” - 35.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 24” to 35.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.9. Cut and Stage on County Right-of-Way Hazardous Trees 36” - 47.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 36” to 47.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.10. Cut and Stage on County Right-of-Way Hazardous Trees 48” – or greater in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 48” or greater in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.11. Cut and Stage on County Right-of-Way Hazardous Trees 6” to 11.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 6” to 11.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.12. Cut and Stage on County Right-of-Way Hazardous Trees 12” to 23.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 12” to 23.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.13. Cut and Stage on County Right-of-Way Hazardous Trees 24” to 35.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 24” to 35.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.14. Cut and Stage on County Right-of-Way Trees 36” to 47.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 36” to 47.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.15. Cut and Stage on County Right-of-Way Hazardous Trees 48” or greater in diameter with less than 50 percent of the root-ball exposed.**



Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 48" or greater in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.16. Removal of Hazardous Limbs (hangers).**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control costs and other associated costs necessary to remove eligible hazardous limbs (must be greater than 2" at break). Eligible hazardous limbs must pose an immediate threat and be identified by the County or its authorized representative for removal. Hazardous limbs may be removed from private property if the limbs or branches extend over the Right-of-Way and they can be removed without entering private property. Units of measure for payment are per tree (limbed). Vegetative debris resulting from hazardous limb removal staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.17. Extraction of Hazardous Stumps 24" to 35.99" in diameter with greater than 50% of root ball exposed.**

Hazardous Stumps with 50% of the root ball exposed and are 24" or larger in diameter measured 24" above the ground require extraction. The County or its authorized representative will measure and certify all Hazardous Stumps prior to removal. Tree stumps that are not attached to the ground will be considered normal vegetative debris. Stumps smaller than 2 feet in diameter or stumps of any size that do not require extraction shall be disposed of as vegetative debris. Hazardous Stump removal includes extraction and filling the root-ball hole. For all Hazardous Stumps Contractor shall dig out stump and backfill with compacted topsoil. Units of measure for payment are per each stump removed. Stump disposal will be billed per item 3.3.2.1 Load and Haul Vegetative Debris using the diameter to volume capacity conversion listed in the FEMA Public Assistance Program and Policy Guide, Version 4, Appendix E Stump Conversion Table.

**3.3.2.18. Extraction of Hazardous Stumps 36" to 47.99" in diameter with greater than 50% of root ball exposed.**

Removal of hazardous stumps greater than 36" diameter and less than 48" diameter measured 24" above ground. Units of measure for payment are per each stump removed. Stump disposal will be billed per item 3.3.2.1 Load and Haul Vegetative Debris using the diameter to volume capacity conversion listed in the FEMA Public Assistance Program and Policy Guide, Version 4, Appendix E Stump Conversion Table.

**3.3.2.19. Extraction of Hazardous Stumps >48" Diameter with greater than 50% of root ball exposed.**

Removal of hazardous stumps greater than 48" diameter measured 24" above ground. Units of measure for payment are per each stump removed. Stump disposal will be billed per item 3.3.2.1 Load and Haul Vegetative Debris using the diameter to volume capacity conversion listed in the FEMA Public Assistance Program and Policy Guide, Version 4, Appendix E Stump Conversion Table.

**3.3.2.20. Flush Cutting Hazardous Stumps 24" to 35.99" diameter with less than 50% of root ball exposed.** Hazardous Stumps with less than 50% of the root ball exposed and are 24" or larger in diameter measured 24" above ground do not require extraction. The County or its authorized representative will measure and certify all Hazardous Stumps prior to removal. Hazardous Stumps with less than 50% of root ball exposed shall be flush cut at ground level. Vegetative debris resulting from flush cutting of hazardous stumps may be staged in the Right-of-Way for future removal performed under 3.3.2.1 Load and Haul Vegetative Debris. Units of measure for payment are per each stump flush cut at ground level.

**3.3.2.21. Flush Cutting Hazardous Stumps 36” to 47.99” diameter with less than 50% of root ball exposed.**

Hazardous Stumps greater than 36" diameter and less than 48" diameter measured 24" above ground with less than 50% of root ball exposed shall be flush cut at ground level and disposed of as vegetative debris. Vegetative debris resulting from flush cutting of hazardous stumps may be staged in the Right-of-Way for future removal performed under 3.3.2.1 Load and Haul Vegetative Debris. Units of measure for payment are per each stump flush cut at ground level.

**3.3.2.22. Flush Cutting Hazardous Stumps >48” diameter with less than 50% of root ball exposed.**

Hazardous Stumps greater than 48" diameter measured 24" above ground with less than 50% of root ball exposed shall be flush cut at ground level and disposed of as vegetative debris. Vegetative debris resulting from flush cutting of hazardous stumps may be staged in the Right-of-Way for future removal performed under 3.3.2.1 Load and Haul Vegetative Debris. Units of measure for payment are per each stump flush cut at ground level.

**3.3.2.23. Load and Haul Soil, Sand and Mud (Uncontaminated).**

Work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs to load and haul uncontaminated soil, sand and mud from the County Right-of-Way to a County approved site. Units of measure for payment are in tons removed and distance transported for disposal.

**3.3.2.24. Load and Haul of Soil, Sand and Mud (Contaminated).**

Work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs to load and haul contaminated soil, sand and mud from the County Right-of-Way to a County approved site. Units of measure for payment are in tons removed and distance transported for disposal.

**3.3.2.25. Mechanical Screening of Soil, Sand and Mud (to remove solid waste).**

Work shall consist of removing solid waste 1-inch or larger from Soil, Sand and Mud via mechanical screening. Units of measure for payment are in tons of soil, sand or mud screened.

**3.3.2.26. Clearing and Cleaning of Storm Drains with a diameter of 6” to 23.99”.**

Work shall consist of Contractor clearing and cleaning storm drains such that they will allow for full capacity drainage flow. Contractor will load and haul storm drain debris to a County-designated facility for disposal. Measurement shall be by the inside diameter of the drain in inches. For irregular drains measurement shall be inside diameter height (applies to remainder of storm drain line items). Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.27. Clearing and Cleaning of storm drains with a diameter of 24” to 35.99”.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.28. Clearing and Cleaning of storm drains with a diameter of 36” to 47.99”.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.29. Clearing and Cleaning of storm drains with a diameter of 48” to 71.99”.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.30. Clearing and Cleaning of storm drains with a diameter greater than 72 inches.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.31. Storm Sump Basin Cleaning.**

Storm sump basin cleaning includes debris removal from catch basins, curb inlets and sedimentation manholes of variable size and depth. Work shall consist of clearing catch basins and inlets such that they will allow for full capacity drainage flow. Contractor will transport and dispose of storm sump basin debris at a facility approved by the County. Units of measure for payment are per ton of decanted sump debris.

**3.3.2.32. Roadside Ditch Line Cleanout.**

Work shall consist of removing debris from ditches sufficient to restore hydraulic capacity and placing on the Right-of-Way. Roadside Ditches are up to 15 feet in width (measured at top of bank) and adjacent to roadways with equipment access. Units of measure for payment are linear feet of ditch line cleaned.

**3.3.2.33. Land-Based Debris Removal from Waterways.**

Work shall consist of debris removal from waterways using land-based equipment. Units of measure for payment are in cubic yards of debris removed based on the Fee Schedule.

**3.3.2.34. Marine-Based Debris Removal from Waterways.**

Work shall consist of debris removal from waterways using marine-based equipment. Units of measure for payment are in cubic yards removed based on the Fee Schedule.

**3.3.2.35. Load and Haul Construction & Demolition Debris (non-asbestos)**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul non-asbestos-containing construction & demolition debris from the County Right-of-Way to a County approved disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.36. Load and Haul Construction & Demolition Debris (asbestos-containing).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul asbestos-containing debris from the County Right-of-Way to a County approved disposal facility permitted to accept contaminated debris. Contaminated debris shall be segregated with minimal handling to prevent releases of contaminants. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.37. Load and Haul reduced Construction & Demolition Debris from Debris Management Site to final disposal site.**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul reduced construction & demolition debris from a Debris Management Site to a County approved disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.38. Load and Haul Construction & Demolition Debris from Public Property (not on County ROW).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul construction & demolition debris from public property and hauled to a County approved site. Units of measure for payment are in tons removed from public property and distance transported based on the Fee Schedule.

**3.3.2.39. Removal of Large Appliances.**

Eligible large appliances shall be removed and recycled or disposed of at a County approved site. Work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation and recycling or disposal of Large Appliances from the Right-of-Way. Units of measure for payment are units removed and distance transported based on the Fee Schedule.

**3.3.2.40. Removal and Disposal of Refrigerant, Foam and other Hazardous Components from Refrigerated Household Appliances.**

Work shall consist of all labor, equipment and other associated costs necessary for the removal and disposal of refrigerant, foam and other hazardous components from refrigerated household appliances. Units of measure for payment are per each appliance rendered safe in accordance with the Fee Schedule. Disposal cost must be included in this line item.

**3.3.2.41. Removal of Abandoned Smaller-sized Vehicles - Cars, Light Trucks, Trailers, Recreational Vehicles, Boats and similar sized vehicles under 10,000 lbs Gross Vehicle Weight Rating (GVWR).** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal of abandoned vehicles to a County designated staging area. Units of measure for payment are per each abandoned vehicle hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.42. Removal of Abandoned Vehicles – Medium-sized Trucks and Trailers, Recreational Vehicles, Boats and similar sized vehicles over 10,000 lbs GVWR and less than 26,000 lbs GVWR.** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal of abandoned vehicles to a County approved staging area. Units of measure for payment are per each abandoned vehicle hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.43. Removal of Abandoned Vehicles – Larger-Sized Trucks and Trailers, Recreational Vehicles, Boats and similar sized vehicles over 26,000 lbs GVWR.** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal of abandoned vehicles to a County approved staging area. Units of measure for payment are per each abandoned vehicle hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.44. Removal of Off-road, Gas-Powered Equipment (Lawn mowers, Tractors, Edgers, Leaf Blowers and Other Lawn Equipment, Chainsaws, All Terrain Vehicles, etc.)** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal and disposal of off-road, gas-powered equipment. Fuel shall be removed prior to disposal. Units of measure for payment are per each eligible piece of equipment hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.45. Load and Haul Putrescible Waste (Not Including Animal Carcasses).** Work shall consist of all labor, equipment, fuel and other associated costs necessary for the removal of putrescible waste not including animal carcasses. Units of measure for payment are per pound of putrescible waste removed in accordance with the Fee Schedule.

**3.3.2.46. Load and Haul Dead Animal Carcasses (Does Not Include Smaller Animals such as Opossums).** Work shall consist of the removal of animal carcasses in areas identified and approved by the County. The carcasses will be collected and transported to a County approved site permitted to receive animal carcasses. All operations will be in accordance with Natural Resource and Conservation (NRCS) and Oregon Department of Agriculture guidelines. Units of measure for payment are carcasses removed and distance transported based on the Fee Schedule.

**3.3.2.47. Building Asbestos Surveys (residential).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to conduct asbestos surveys at County designated sites containing residential building debris. Each survey shall be performed by Oregon Department of Environmental Quality (DEQ) accredited inspectors in accordance with DEQ Asbestos Survey Requirements (2018). Asbestos surveys will be sufficient to determine if debris is considered an Asbestos Containing Waste Material (ACWM). Sampling and laboratory analysis shall be compensated as a pass-thru cost. Units of measure are in surveys performed based on the Fee Schedule.

**3.3.2.48. Structural Demolition, Load and Haul (non-asbestos containing).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to perform structural demolition of non-asbestos residential and light commercial structures. Following demolition construction and demolition debris shall be loaded and transported to a County designated disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.49. Structural Demolition, Load and Haul (asbestos containing).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to perform structural demolition of asbestos-containing residential and light commercial structures. Following demolition construction and demolition debris shall be loaded and transported to a County designated disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.50. Removal of Hazardous Electronic Debris (such as cathode ray tubes, computer monitors and televisions).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up, transport and recycle or dispose of hazardous electronic debris at a County approved site. Units of measure for payment are items removed and transported for recycling or disposed based on the Fee Schedule.

**3.3.2.51. Load and Haul Tires.**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul tires from the Right-of-Way to a County approved site. Units of measure for payment are tires removed and transported for recycling or disposal based on the Fee Schedule.

**3.3.2.52. Debris Management Site: Opening and Closure.**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to open and close a Debris Management Site. The County of Clackamas County will designate the location and obtain the Oregon Department of Environmental Quality Temporary Solid Waste Permit. Any additional permits and site development actions required for opening, operations and closure will be the responsibility of the Contractor. Site Opening and Closure is identified as a lump-sum cost as specified on the Contractor Fee Schedule.

**3.3.2.53. Debris Management Site Operations – With Portable Scales.**

Operations of the Debris Management Site including portable scales, towers and equipment, security and staffing. Unit of measure for payment is daily cost as specified on the Contractor Fee Schedule.

**3.3.2.54. Debris Management Site Operations – Without Portable Scales.**

Operations of the Debris Management Site including towers and equipment, security and staffing. Unit of measure for payment is daily cost as specified on the Contractor Fee Schedule.

**3.3.3 TECHNICAL SPECIFICATIONS**

**3.3.3.1 Key Personnel.**

Contractor will provide a list of Key Personnel to the County. In the event of Key Personnel changes, which might affect this Contract, notification shall be made no less than (7) days in advance of said

changes. Key Personnel are expected to be present or immediately available to the work site at all times work is being performed. Following mobilization, “Immediately Available” is considered to be no greater than (1) hour travel time from the work site. Alternate Key Personnel may be used for brief periods with the approval of the County Debris Manager. Clackamas County has the right to reject proposed changes in Key Personnel. The following positions shall be considered Key Personnel:

- Project Manager. Senior Contractor representative and primary point of contact. Expected to attend daily meetings with the County or its authorized representative and oversee Contractor implementation of the contract.
- Operations Manager. Senior Contractor Representative responsible for field operations. Serves as the alternate Project Manager.
- Safety & Health Manager. Senior Contractor Representative responsible for Safety & Health. Must have necessary qualifications and experience to ensure compliance with relevant safety and health rules, regulations and standards.
- Quality Control Manager. Senior Contractor representative responsible for quality control. Must have necessary qualifications and experience to ensure compliance with relevant quality control rules, regulations and standards.
- General Personnel. Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless or otherwise objectionable.

#### **3.3.3.2. Debris Disposal.**

The Contractor is responsible for identifying potential final disposal sites and associated tipping fees and potential recycling facilities and associated fees and will report this information to the County. Both in-state and out-of-state facilities must meet all applicable environmental standards and regulations. The County will have final approval for the ultimate disposal location of disaster debris.

#### **3.3.3.3. Tipping Fees.**

Payment for disposal cost incurred by the Contractor at permitted final disposal facilities will be made at the cost incurred by the Contractor as a “pass through cost” without mark up. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving DMS or final disposal facilities and correlated to County representative's completed load tickets, and proof of Contractor payment to the final disposal facility.

#### **3.3.3.4. Safety & Health Program.**

The Contractor shall supervise and direct all work related to both debris clearance and removal, ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor (s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the



work to be performed. Prior to beginning field work the Contractor shall provide the following safety and health documents to the County representative:

1. Contractors General Health and Safety Plan (HSP). The Contractors Health and Safety Plan shall provide comprehensive coverage of all work activities and lead to a safe and healthy worksite. At a minimum the Contractors HSP must include eight core elements of the Occupational Safety and Health Administration (OSHA) Recommended Practices for Safety and Health Programs in Construction (2016).
2. Contractors Accident Prevention Plan (APP). An APP is a safety and health document that is contract or job-specific. It is an integral part of the planning process. The APP shall interface with the Contractors overall safety and health program. Contractor shall ensure that all employees, subcontractors and other site personnel are provided a copy of the APP and are sufficiently trained for effective implementation. Format and content of the APP shall be in agreement with EM 385-1-1 (U.S. Army Corps of Engineers, Safety and Health Requirements, 2014). The abbreviated APP format may be utilized. A copy of the Accident Prevention Plan shall remain on-site at all times and be updated as conditions warrant.

Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under 29 CFR 1926, Safety and Health Regulations for Construction.

A qualified Safety and Health Manager shall be assigned to the project at all times and be either on-site or immediately available to be on site during the duration of this contract. A qualified Safety and Health Manager is one who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project. In addition to compliance with 29 CFR 1926 all work shall be accomplished in accordance with USACE EM 385-1-1. Should there be a conflict in safety and health requirements the more stringent standard shall apply. The Contractors Safety and Health Manager will be held responsible for establishing and maintaining an effective safety and health organization, and subject to removal by the County for non-compliance with the requirements specified in the contract.

#### **3.3.3.5. Environmental Protection and Historical Preservation.**

The Contractor shall take any and all necessary steps to comply with relevant environmental protection and historical and cultural laws, rules and regulations. The Contractor and County will jointly utilize and reference the FEMA Unified Federal Environmental and Historic Preservation Review Guide (April 2016) and FEMA “Greensheets” generated for the event. Should evidence of historical or cultural artifacts or objects be encountered work shall stop at that location and the County Debris Manager will be notified.

All chemicals used during project construction or furnished for project operation must be clearly labelled and show EPA or USDA approval certification. The Contractor shall maintain on-site a Material Safety Data Sheet (MSDS) for each chemical and comply with associated requirements. The Contractor shall maintain immediate spill response capability for any fuels or chemicals in use. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the County or its authorized representative.

#### **3.3.3.6. Automated Debris Management System (ADMS).**

An Automated Debris Management System (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster incident. An ADMS operates on a mobile device and utilizes a storage medium such as a smart card, barcode, QR code or other technology for storing captured information obtained in the field. Through the implementation of technologies such as geographic information systems (GIS), digital photography, mobile platform software, etc., the opportunity for data entry error is reduced resulting in a more accurate and timely accounting of debris operations.

An Automated Debris Management System shall be implemented by the County Debris Monitoring Contractor in general agreement with the FEMA Interim Public Assistance Debris Monitoring Guide, (2020). This system shall be used to record with specificity (e.g., GPS location) where debris is picked up, the type of debris, the amount picked up, hauled, reduced, and disposed of. Electronic load tickets will be generated, managed and implemented through a separate County Debris Monitoring Contractor. As required the Debris Monitoring Contractor may be tasked to perform one or more of the following:

- Truck and equipment inspection and certification
- Placarding of debris removal trucks and equipment
- Documentation of debris pickup location and disposal
- Documentation of type and specification of equipment used
- Documentation of contractor labor hours worked
- Documentation of contractor equipment hours operated
- Monitoring environmental protection and historical preservation requirements
- Monitoring safety and health requirements.

Close cooperation is required between the Debris Removal Contractor and the Debris Monitoring Contractor. Issues that occur that cannot be resolved by the Debris Removal Contractor and the Debris Monitoring Contractor will be elevated to the County Debris Manager.

#### **3.3.3.7. Quality Control (QC) Program.**

The contractor is responsible for quality control and shall establish and maintain an effective QC system. Quality Control is the means by which the contractor ensures that debris removal, reduction, and disposal operations, to include that of subcontractors, complies with the requirements of the contract, including debris eligibility criteria. The quality control system shall consist of plans, procedures, and organization necessary to ensure performance of debris removal, reduction, demolition, and disposal which complies with the contract requirements. The system shall cover all aspects of the debris operations, both onsite and offsite, and shall be keyed to the proposed debris removal sequence. Prior to beginning work the Contractors shall submit to the County an event-specific Quality Control Plan (QCP). The Contractors event-specific QCP shall be reviewed by the County and if found acceptable be implemented by the Contractor QC Manager. The Contractors QC Manager will be held responsible for establishing and maintaining an effective Quality Control organization, and subject to removal by the County for non-compliance with the requirements specified in the contract.

#### **3.3.3.8. Human Remains.**

If suspected human remains (deceased, tissue and/or teeth and bones) are found during the debris removal process, the Contractor shall immediately stop all operations in the area where the remains were found and notify the County Debris Manager. The County Debris Manager shall in turn notify the County Medical Examiner who will coordinate further actions. Debris removal operations may resume once the County Medical Examiner notifies the County Debris Manager that the site has been cleared.

#### **3.3.3.9. Work Hours.**

Monday through Saturday between 7:00am and 7:00pm, or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance by the County.

### **3.3.3.10. Equipment.**

All trucks and other equipment must be in compliance with applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

Trucks or equipment designated for use under the contract will not be used for any other work during the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract. Contractor will be responsible for ensuring that all sub-contractors maintain valid driver's licenses and equipment legally fit for travel on the road. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 cubic yard and up) and non-rubber-tired equipment must be approved by the County prior to use. Truck sideboards or other extensions to the bed are not allowable under this contract. Fixed tailgates are required. All equipment will be inspected by the Contractor prior to use. Loads shall be secured so that debris, dust-like emission, aggregate, soil, or vegetative material cannot be ejected during transport. All loads shall be secured and tarped.

Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs will be furnished to the Contractor by the County. The signs remain the property of the County, and will be returned to the County at the conclusion of the contract. Prior to commencing debris removal operations, the Contractor shall present to the County representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. Prior to beginning any work, the County, or its debris monitoring representative, will clearly placard and number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection.

### **3.3.3.11. Household Hazardous Waste (HHW).**

Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be kept separate from debris collection and left on the curbside to the extent practicable. Commercial and industrial hazardous materials and waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter shall also be set aside at the curbside for collection and disposal. The following items are considered HHW for the purpose of this contract:

- Cleaning products
- Batteries
- Workshop & painting supplies
- Aerosol spray cans
- Indoor pesticides
- Lawn and garden products
- Automotive products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable products.

The Contractor will set up a lined containment area and separate any HHW inadvertently delivered to a Debris Management Site. Post-disaster collection and disposal of HHW and commercial and industrial

hazardous materials and wastes is generally performed by specialized environmental contractors under the direction of local and state government.

#### **3.3.3.12. Traffic Control.**

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and work place safety. Contractor shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the workers and the public. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. The expense incurred by the Contractor for Traffic Control shall be included within the submitted rates on the Fee Schedule.

#### **3.3.3.13. Debris Management Sites (DMS).**

##### **General.**

This task is generally performed following a disaster where curbside sorting isn't feasible. In this instance County of Clackamas County may identify one or more Debris Management sites suitable for the type(s) of debris present. For each site the County of Clackamas County shall apply for and obtain an Oregon Department of Environmental Quality (DEQ) Solid Waste Letter of Authorization (SWLA) in accordance with Oregon Department of Environmental Quality, Managing and Permitting Disaster Debris Information for local governments, DEQ staff and Oregonians (2011).

##### **Site Operations.**

Depending on the debris being accepted site operations tasks may include debris acceptance, hazardous materials sorting, metals recycling, volume reduction, pile management, and loading for haul-out. A DMS foreman shall be appointed by the Contractor and be responsible for management of all operations of the site to include traffic control, dumping operations, segregation of debris, recycling, burning, grinding, and safety. The DMS foreman will coordinate directly with the County's site monitor. The Debris Management Site foreman shall also document equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the Contractor's Operations Manager, for further delivery to the County Debris Manager. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Should weighing scales be required they shall be certified to applicable Oregon Motor Carrier Transportation Division standards. Costs for weighing scales shall be incorporated into the Contractors unit costs on the Fee Schedule.

##### **Management Plan.**

The Contractor shall use only Debris Management Site(s) designated by the County Debris Manager. Once the County identifies a Debris Management Site, the Contractor will prepare and provide a Debris Management Site Operations Plan within twenty-four (24) hours for review and approval. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50'. The plan will address requirements specified in the Oregon DEQ SWLA permit, and all other required permits and the following:

- Access to site
- Site preparation – clearing, erosion, and grading
- Traffic control procedures
- Safety & Health considerations
- Environmental protection

- Segregation of debris
- Location of ash disposal area and hazardous material containment area
- Location of Contractor work area, inspection tower and load scales
- Location of incineration operations and grinding operations
- Location of existing structures.

A copy of the approved plan shall be kept available at the Debris Management Site for review by all inspection and operational personnel.

### **Inspection Towers.**

The Contractor shall construct an inspection tower at each Debris Management Site where quantities are measured by volume. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a leak-proof roof. The roof shall provide a minimum of 6' – 6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over and protected by Jersey barriers to prevent collisions by traffic entering and exiting the site. Each Inspection Tower shall have portable restrooms and hand wash and eye wash stations positioned nearby. Construction alternatives may be authorized by the County but will, as a minimum, provide the same dimensions and safety considerations. The Debris Management Site, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria. Costs for weighing scales shall be incorporated into the contractor's unit costs on the Fee Schedule.

### **3.3.3.14. Damage to Public or Private Property.**

Contractor shall be responsible for any damage to private or public property that results from debris collection and removal activities. Contractor will restore all disturbed areas to their original condition, including permanent grass and any other means determined to be necessary. Should the Contractor damage private property contact with the citizen reporting said damage shall be made within 48 hours of receipt of the initial call, and resolution of damages shall be completed within one week of said damage being reported. Disagreements will be settled through negotiations. The affected area or item will be restored to equal or better than its original condition. Contractor shall supply the County with daily update lists showing all damage claims that have been settled and all claim issues that remain outstanding.

### **3.3.3.15. Utilities Coordination.**

Debris which is to be removed under the contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be the Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Contractor is responsible for all damages incurred to utility infrastructure during debris removal operations. The Contractor is responsible for coordinating debris removal operations with the owners / operators of the utility infrastructure.

### **3.3.3.16. Reports.**

The Contractor shall submit a report each day. The report should accurately document the Contractor's resources and progress on debris removal operations, outstanding issues and provide coordination with the County and the County's representatives. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Crew
4. Location of work

5. Day of Report
6. Daily and cumulative totals of debris removed, by category.

Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

Upon final inspection and/or closeout of the project by the County, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, locations, type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the County. If requested, provide any other additional information as may be necessary to adequately document debris management operations for the County.

### **3.3.3.17. Pricing.**

Pricing for Debris Clearance and Removal should be based on reasonable access to fuel, logistics and County work sites and will be determined per the Fee Schedule.

### **3.3.3.18. Recycling Revenue.**

Contractor shall recycle debris wherever possible and retain the value. Through this process a lower unit cost for removal and more sustainable cleanup is expected.

### **3.3.3.19. Performance Schedule.**

The Contractor shall commence performance on “Notice to Proceed” (NTP)

The Contractor shall, with the County’s direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7-day (weekly) projection. The plan will be updated to reflect current operations.

### **3.3.3.20. Other Considerations**

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor must be duly licensed in accordance with the State of Oregon’s statutory requirements to perform the work. The awarded Contractor will be required to submit copies of all required licenses, certifications, and any other statutory requirements prior to signing a contract with the County. Proposers must be prepared to meet this requirement if awarded a contract. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

## **BACKGROUND DOCUMENTS**

All Background Documents are available by download or hereby attached and incorporated by reference at the links listed below:

Federal Emergency Management Agency, Public Assistance Program and Policy Guide V4.1, June 2020.  
[https://www.fema.gov/sites/default/files/2020-06/fema\\_public-assistance-program-and-policy-guide\\_v4\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/2020-06/fema_public-assistance-program-and-policy-guide_v4_6-1-2020.pdf)



Federal Emergency Management Agency, Public Assistance Debris Management Guide, FEMA-325, July 2007. <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

Federal Emergency Management Agency, Public Assistance Debris Monitoring Guide, March 2021. [https://www.fema.gov/sites/default/files/documents/fema\\_debris-monitoring-guide\\_sop\\_3-01-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf)

Federal Emergency Management Agency, Public Assistance Debris Estimating Field Guide, FEMA-329, September 2010. [https://www.fema.gov/pdf/government/grant/pa/fema\\_327\\_debris\\_monitoring.pdf](https://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf)

Federal Emergency Management Agency, Unified Federal Environmental and Historic Preservation Review Guide, April 2016. [https://www.fema.gov/sites/default/files/2020-06/UFR\\_Applicant\\_Guide\\_Final.pdf](https://www.fema.gov/sites/default/files/2020-06/UFR_Applicant_Guide_Final.pdf)

Occupational Safety and Health Administration (OSHA), Recommended Practices for Safety and Health Programs in Construction, October 2016. <https://www.osha.gov/sites/default/files/OSHA3886.pdf>

Oregon Department of Environmental Quality, Fact Sheet - Asbestos Survey Requirements, November 2018, <https://www.oregon.gov/deq/FilterDocs/asb-SurveyFS.pdf>

Oregon Department of Environmental Quality, Managing and Permitting Disaster Debris - Information for local governments, DEQ staff and Oregonians, September 2011. <https://www.oregon.gov/deq/FilterDocs/ManagPermitDisasterDebris.pdf>

State of Oregon, 2009 Edition – Manual on Uniform Traffic Control Devices for Streets and Highways - Oregon Supplement to the 2009 Edition, Updated May 2012. [https://www.oregon.gov/ODOT/Engineering/Documents\\_TrafficStandards/MUTCD-OR-Supplement.pdf](https://www.oregon.gov/ODOT/Engineering/Documents_TrafficStandards/MUTCD-OR-Supplement.pdf)

U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, November, 2014. [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

U.S. Department of Transportation, Federal Highway Administration, 2009 Manual on Uniform Traffic Control Devices (MUTCD), January 2010. <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>

#### **3.3.4. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2026**.

**3.3.5 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods and Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

## **INSURANCE**

Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

#### General Liability Insurance:

Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.

"Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided

its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.

Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by

the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Experience	0-25
Management Team	0-20
Resources	0-15
Project Approach	0-20
Fees	0-20
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **30 pages** (single-sided), inclusive of all exhibits, attachments or other information.

### **Provide the following information in the order in which it appears below:**

### 5.2. Proposer's General Background and Experience (25 Points):

Provide documentation of federally-declared in-progress or completed disaster debris removal projects (Qualifying Events) performed as the prime debris removal contractor. "Qualifying Events" must have involved removal of at least 50,000 tons (100,000 Cubic Yards) (CY) of Construction and Demolition (C&D) debris or 250,000 CY of vegetative and/or soil debris. Qualifying Events must also have used an Automated Debris Management System (ADMS). Evaluation of Contractor Experience shall be based on 1) one point for each Qualifying Event for a maximum of 10 points; 2) one point for each Qualifying Event completed during the period 2010-2020 (inclusive) for a maximum of 10 points; and 3) up to five (5) additional points for debris removal experience demonstrating the contractors ability to manage large scale and technically complex disasters. The proposer may provide up to 5 reference letters supporting past performance and experience. County reserves right to contact provided and non-provided references and utilize the findings to support evaluation of proposals. Documentation shall be submitted in the following format:

1. FEMA declaration name and number
2. Location (city/county/state)
3. Public Agency (or Private Nonprofit Facility)
4. Public Agency Contact (name, telephone, email)
5. Start and end date of contract
6. Prime Contractor? (yes/no)
7. Dollar value of contract
8. Quantity and type of debris removed (C&D or Vegetative)
9. Automated Debris Management System (ADMS) used? (yes/no).

### 5.3. Management Team (20 Points):

RFP#2020-101

Disaster Debris Removal and Disposal

Page 29

Provide the names of primary (4) and alternate (4) key personnel with debris removal experience that will serve as the Project Management Team under the prospective contract. For purposes of this contract the “Project Management Team” consists of four positions which include the Project Manager, Operations Manager, Quality Control Manager and Safety & Health Manager. The Project Manager and Operations Manager must document relevant debris removal experience on at least three (3) Qualifying Events. All team members must have completed at least one (1) Qualifying Event in the employment of the Contractor. All team members must also be currently employed by the contractor. Evaluation of the Contractor’s Project Management Team shall be based on overall background and experience. Management team member documentation shall be submitted in the following format:

1. Team Member Name:
2. Team Member Position (i.e. “Primary Project Manager” or “Alternate Project Manager”):
3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):
4. Number of years of experience in debris removal operations:
5. Number of years employed by proposer:
6. Currently employed by proposer? Yes/No

**5.4. Resources (15 Points):**

In a clear and concise manner, not to exceed 6 pages using Arial font size 11, describe a) Supplemental Personnel; b) Equipment and any other relevant resources; c) Financial Capability; and d) Use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible. Supplemental personnel must be current employees of the company. Equipment must be currently owned or under contract. Other relevant resources must be owned, leased or under contract. Contractor must have sufficient financial capability to meet the financial requirements of the contract for an event costing no less than \$25,000,000. Proof of ability may be in the form of Performance and Payment bonds obtained on past projects, letters of credit, or other equivalent financial resources.

**5.5. Project Approach (20 Points):**

In a clear and concise manner, not to exceed 6 pages using Arial font size 11, describe how debris removal would be carried out following a no-notice catastrophic earthquake (Example Event) impacting Clackamas County, Oregon and generating 1 million cubic yards (MCY) of construction and demolition (C&D) debris on the public right-of-way. Of the 1 MCY of C&D debris in the Example Event approximately 800,000 CY is located east of the Willamette River and 200,000 CY is located west of the Willamette River. All Willamette River bridges are impassable except I-205. A temporary debris storage and reduction site is located at Clackamas County’s Barton Stockpile with about 5 acres available for use. Coffin Butte Landfill in Corvallis, Oregon is accessible and operational. Hillsboro Landfill in Hillsboro, Oregon is not accessible. Arlington, Oregon area landfills are operational with RT transit time of 8 hours. The County’s Debris monitoring company is on-scene and prepared to register vehicles in Event + 4 days. Provide pre-event preparedness activities, post-event mobilization time-frame, time to complete assignment, debris monitoring coordination, subcontracting approach, proposed strategies for re-use, recycling and reduction, safety and health considerations and environmental and historic protection. Evaluation will be based on the Contractor providing a concise, clearly written and effective Project Approach to the earthquake scenario including applied knowledge of the FEMA Public Assistance Program.

**5.6. Fees (20 Points):**

Cost of services to be determined by filling out Fee Schedules A (Debris Clearance Fee Schedule) and Fee Schedule B (Debris Removal Cost Sheet). Debris quantities on both schedules are notional and included for evaluation purposes only. Evaluation of the Contractor’s Fees will be based on the total cost per the combined Fee Schedule. The lowest cost submittal shall receive 20 points. Each subsequent proposal will be assigned a percentage of the 20 points based on the percentage by which the proposal exceeds the lowest total cost



proposal. **Proposers must complete the attached excel spreadsheets titled “Fee Schedule A, Debris Clearance Fee Schedule” and Fee Schedule B, Debris Removal Cost Sheet”.**

**5.7. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP#2020-101 Disaster Debris Removal and Disposal**

Submitted by: AshBritt, Inc.  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

“Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State Florida  
Oregon Business Registry Number 1218761-97

Contractor’s Authorized Representative:

Signature:  Date: 05/24/2021  
Name: Dow Knight Title: Senior Vice President  
Firm: AshBritt, Inc.  
Address: 565 E. Hillsboro Blvd.  
City/State/Zip: Deerfield Beach, FL 33441 Phone: ( 954 ) 725-6992  
e-mail: response@ashbritt.com Fax: (954) 725-6991

Contract Manager:

Name Rob Ray Title: Senior Vice President  
Phone number: (954) 868-9502  
Email Address: rroy@ashbritt.com

**Fees Schedule A**  
**Debris Clearance Fee Schedule**

**Clackamas County, Oregon**  
**Fee Schedule A, Debris Clearance Fee Schedule**  
**(Limited to Emergency Phase of Event)**

<u>Equipment</u>	<u>Time (hours)</u>	<u>Rate (\$)</u>	<u>Subtotal (\$)</u>
1. Bobcat Loader, 60 HP, w/grapple or similar w/operator	8	\$120.00	\$960.00
2. Bucket Truck or similar w/operator	8	\$225.00	\$1,800.00
3. Certified Chainsaw Operator	8	\$70.00	\$560.00
4. Certified Tree Climber w/Chainsaw	8	\$110.00	\$880.00
5. Crash Truck w/Impact Attenuator or similar w/operator	8	\$135.00	\$1,080.00
6. Crew Foreman w/communications and Pickup	8	\$95.00	\$760.00
7. Dozer, Tracked, D5 or similar w/operator	8	\$175.00	\$1,400.00
8. Dozer, Tracked, D6 or similar w/operator	8	\$171.00	\$1,368.00
9. Dozer, Tracked, D7 or similar w/operator	8	\$225.00	\$1,800.00
10. Dozer, Tracked, D8 or similar w/operator	8	\$295.00	\$2,360.00
11. Dump Truck, 18 CY – 20 CY w/CDL Driver	8	\$140.00	\$1,120.00
12. Dump Truck, 21 CY – 30 CY w/CDL Driver	8	\$160.00	\$1,280.00
13. Generator/Light Plant w/fuel and maintenance (20 kW)	8	\$45.00	\$360.00
14. Grader w/12" Blade or similar w/operator	8	\$175.00	\$1,400.00
15. Hydraulic Excavator, 1.5 CY or similar w/operator	8	\$175.00	\$1,400.00
16. Hydraulic Excavator, 2.5 CY or similar w/operator	8	\$205.00	\$1,640.00
17. Knuckle Boom Loader, 10,000 lb. Capacity or similar w/operator	8	\$295.00	\$2,360.00
18. Laborer w/small tools, traffic control, or flag person	8	\$60.00	\$480.00
19. Lowboy Trailer w/Tractor w/CDL driver	8	\$180.00	\$1,440.00
20. Operations (Project) Manager w/communications and Pickup	8	\$125.00	\$1,000.00
21. Pickup Truck, .5 Ton w/operator	8	\$56.00	\$448.00
22. Pickup Truck, 1.0 Ton w/operator	8	\$61.00	\$488.00
23. Truck, Flatbed w/operator	8	\$95.00	\$760.00
24. Truck Mounted Crane, 24-ton w/operator	8	\$195.00	\$1,560.00
25. Truck Mounted Crane, 36-ton w/operator	8	\$275.00	\$2,200.00
26. Truck Mounted Crane, 60-ton w/operator	8	\$395.00	\$3,160.00
27. Water Truck, 3,000 – 5,000 gal or similar w/CDL Driver	8	\$120.00	\$960.00
31. Weighing Scales, Truck, Portable and Certified	8	\$75.00	\$600.00
28. Wheel Loader, 2.5 CY – 4 CY, 950 or similar w/operator	8	\$195.00	\$1,560.00
29. Wheel Loader, 4.5 CY, 966 or similar w/operator	8	\$225.00	\$1,800.00
30. Wheel Loader-Backhoe, 1.0 – 1.5 CY or similar w/operator	8	\$175.00	\$1,400.00

**Fees Schedule B  
Debris Removal Fee Schedule**

**Clackamas County, Oregon  
Debris Removal Fee Schedule**  
Proposer: **AshBritt, Inc.**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Origination Point</u>	<u>Measure (1)</u>	<u>Quantity</u>	<u>Unit Price \$</u>	<u>Sub-Total \$</u>
4.1	Load and haul vegetative debris	CY per mileage intervals	From County 'Right-of-Way' (County ROW) to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	100,000 50,000 25,000	\$14.95 \$16.95 \$19.50	\$1,495,000.00 \$847,500.00 \$487,500.00
4.2	Vegetative debris reduction by chipping or grinding	CY	At Debris Management Site		100000	\$4.75	\$475,000.00
4.3	Vegetative debris reduction by air curtain incineration	CY	At Debris Management Site		10000	\$3.75	\$37,500.00
4.4	Haul-out of reduced vegetative debris (chips or ground debris).	CY per mileage intervals	From County-approved Debris Management Site to final disposal site	0-15 miles 16-30 miles 31-60 miles	25,000 10,000 5000	\$5.25 \$7.50 \$10.00	\$131,250.00 \$75,000.00 \$50,000.00
4.5	Haul-out of reduced vegetative debris (ash from air curtain incineration)	CY per mileage intervals	From County-approved Debris Management Site to final disposal site	0-15 miles 16-30 miles 31-60 miles	1000 500 200	\$11.00 \$12.00 \$16.00	\$11,000.00 \$6,000.00 \$3,200.00
4.6	Cut and stage on County ROW hazardous trees 6" - 11.99" in diameter with greater than 50% of the root ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$125.00	\$125,000.00
4.7	Cut and stage on County ROW hazardous trees 12" - 23.99" in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$250.00	\$250,000.00
4.8	Cut and stage on County ROW hazardous trees 24" - 35.99" in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$550.00	\$550,000.00
4.9	Cut and stage on County ROW hazardous trees 36" - 47.99" in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$750.00	\$750,000.00
4.10	Cut and stage on County ROW hazardous trees 48" or greater in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$850.00	\$850,000.00
4.11	Cut and stage on County ROW hazardous trees 6" to 11.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$100.00	\$100,000.00
4.12	Cut and stage on County ROW hazardous trees 12" to 23.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$195.00	\$195,000.00
4.13	Cut and stage on County ROW hazardous trees 24" to 35.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$420.00	\$420,000.00
4.14	Cut and stage on County ROW hazardous trees 36" to 47.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$565.00	\$565,000.00
4.15	Cut and stage on County ROW hazardous trees 48" or greater in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$650.00	\$650,000.00
4.16	Removal of hazardous limbs (hangers)	Per Tree	Debris staged on County ROW for hauling per 4.1		1000	\$125.00	\$125,000.00
4.17	Extraction of hazardous stumps 24" to 35.99" with greater than 50% of root ball exposed. Includes extraction and filling of hole.	Each	Debris staged on County ROW for hauling per 4.1		500	\$150.00	\$75,000.00



4.18	Extraction of hazardous stumps 36" to 47.99" with greater than 50% of root ball exposed. Includes extraction and filling of hole.	Each	Debris staged on County ROW for hauling per 4.1	500	\$250.00	\$125,000.00	
4.19	Extraction of hazardous stumps 48" or greater with greater than 50% of root ball exposed. Includes extraction and filling of hole.	Each	Debris staged on County ROW for hauling per 4.1	500	\$375.00	\$187,500.00	
4.20	Flush Cutting of hazardous stumps 24" to 35.99" with less than 50% of root ball exposed. Includes flush cut and staging debris for disposal under 4.1.	Each	Debris staged on County ROW for hauling per 4.1	500	\$75.00	\$37,500.00	
4.21	Flush Cutting of hazardous stumps 36" to 47.99" with less than 50% of root ball exposed. Includes flush cut and staging debris for disposal under 4.1.	Each	Debris staged on County ROW for hauling per 4.1	500	\$100.00	\$50,000.00	
4.22	Flush Cutting of hazardous stumps 48" or greater with less than 50% of root ball exposed. Includes flush cut and staging debris for disposal under 4.1.	Each	Debris staged on County ROW for hauling per 4.1	500	\$195.00	\$97,500.00	
4.23	Load and haul soil, sand and mud (uncontaminated)	Ton per mileage intervals	From County ROW to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	100000 50000 10000	\$18.00 \$20.00 \$24.00	\$1,800,000.00 \$1,000,000.00 \$240,000.00
4.24	Load and haul soil, sand and mud (contaminated)	Ton per mileage intervals	From County ROW to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	25000 10000 5000	\$18.00 \$20.00 \$24.00	\$450,000.00 \$200,000.00 \$120,000.00
4.25	Mechanical screening of soil, sand and mud (to remove solid waste)	Ton	At County-approved Debris Management Site or final disposal site	10000	\$16.00	\$160,000.00	
4.26	Cleaning and clearing of storm drain lines with a diameter from 0 to 23.99"	Linear ft cleared	From County ROW	1000	\$3.90	\$3,900.00	
4.27	Cleaning and clearing of storm drain lines with a diameter from 24" to 35.99"	Linear ft cleared	From County ROW	1000	\$6.50	\$6,500.00	
4.28	Cleaning and clearing of storm drain lines with a diameter from 36" to 47.99"	Linear ft cleared	From County ROW	1000	\$11.50	\$11,500.00	
4.29	Cleaning and clearing of storm drain lines with a diameter from 48" to 71.99"	Linear ft cleared	From County ROW	1000	\$19.50	\$19,500.00	
4.30	Cleaning and clearing of storm drain lines with a diameter greater than 72"	Linear ft cleared	From County ROW	1000	\$31.00	\$31,000.00	
4.31	Storm sump basin cleaning	Ton	From County ROW	100	\$625.00	\$62,500.00	
4.32	Roadside ditch line cleanout	CY	County-managed ditches	5000	\$93.00	\$465,000.00	
4.33	Land-based debris removal from waterways	CY	County-managed waterways	5000	\$125.00	\$625,000.00	
4.34	Marine-based debris removal from waterways	CY	County-managed waterways	5000	\$175.00	\$875,000.00	
4.35	Load and haul construction & demolition debris (non-asbestos)	Ton per mileage intervals	From County ROW	0-15 miles 16-30 miles 31-60 miles	100000 50000 10000	\$78.00 \$90.00 \$115.00	\$7,800,000.00 \$4,500,000.00 \$1,150,000.00
4.36	Load and haul construction & demolition debris (asbestos-containing)	Ton per mileage intervals	From County ROW	0-15 miles 16-30 miles 31-60 miles	25000 10000 5000	\$88.00 \$100.00 \$125.00	\$2,200,000.00 \$1,000,000.00 \$625,000.00
4.37	Load and haul reduced construction & demolition debris from Debris Management Site to final disposal site	Ton per mileage intervals	From Debris Management Site to final disposal site	0-15 miles 16-30 miles 31-60 miles	10000 5000 1000	\$78.00 \$90.00 \$115.00	\$780,000.00 \$450,000.00 \$115,000.00
4.38	Load and haul construction and demolition debris from public property (not on County ROW)	CY per mileage intervals	From Public Property to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	10000 5000 1000	\$14.95 \$16.95 \$19.50	\$149,500.00 \$84,750.00 \$19,500.00
4.39	Removal of large appliances	Each per mileage intervals	From Public Property to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	2000 1000 500	\$55.00 \$65.00 \$85.00	\$110,000.00 \$65,000.00 \$42,500.00
4.40	Removal and disposal of refrigerant, foam and other hazardous components from refrigerated household appliances	Each	From County approved site	1000	\$75.00	\$75,000.00	
4.41	Removal of abandoned smaller-sized vehicles - cars, light trucks, trailers, recreational vehicles, boats and similar sized vehicles under 10,000 lbs Gross Vehicle Weight Rating (GVWR).	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles 16-30 miles 31-60 miles	200 100 50	\$250.00 \$275.00 \$325.00	\$50,000.00 \$27,500.00 \$16,250.00
4.42	Removal of abandoned Vehicles - medium-sized trucks and trailers, recreational vehicles, boats and similar sized vehicles over 10,000 lbs GVWR and less than 26,000 lbs GVWR	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles 16-30 miles 31-60 miles	200 100 50	\$500.00 \$550.00 \$650.00	\$100,000.00 \$55,000.00 \$32,500.00
4.43	Removal of abandoned vehicles - larger-sized trucks and trailers, recreational vehicles, boats and similar sized vehicles over 26,000 lbs GVWR	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles	100	\$1,250.00	\$125,000.00

				16-30 miles	50	\$1,875.00	\$93,750.00
				31-60 miles	10	\$3,000.00	\$30,000.00
Removal of off-road, gas-powered Equipment (lawn mowers, tractors, edgers, leaf blowers and other lawn equipment, chainsaws, all-terrain vehicles, etc.)							
4.44	Each	From County ROW to County-approved Site			500	\$50.00	\$25,000.00
Load and haul putrescible waste (not including animal carcasses)							
4.45	Pound	From County ROW to County-approved Site			5000	\$5.00	\$25,000.00
Load and haul dead animal carcasses (does not include smaller animals such as Opossums).							
4.46	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles		200	\$325.00	\$65,000.00
			16-30 miles		100	\$375.00	\$37,500.00
			31-60 miles		50	\$400.00	\$20,000.00
4.47	Each	County-designated locations			200	\$1,000.00	\$200,000.00
Structural demolition, load and haul (non-asbestos containing)							
4.48	Ton per mileage intervals	County-designated locations	0-15 miles		25000	\$78.00	\$1,950,000.00
			16-30 miles		10,000	\$90.00	\$900,000.00
			31-60 miles		5000	\$115.00	\$575,000.00
Structural demolition, load and haul (asbestos containing)							
4.49	Ton per mileage intervals	County-designated locations	0-15 miles		10000	\$97.50	\$975,000.00
			16-30 miles		5000	\$112.50	\$562,500.00
			31-60 miles		1000	\$145.00	\$145,000.00
Removal of hazardous electronic debris (such as cathode ray tubes, computer monitors and televisions)							
4.5	Each	From County ROW or Debris Management Site or to County-approved Site			1000	\$85.00	\$85,000.00
Load and haul tires							
4.51	Each	From County ROW or Debris Management Site to County-approved Site			1000	\$25.00	\$25,000.00
Debris Management Site: opening and closure							
4.52	Each	Debris Management Site			1	\$25,000.00	\$25,000.00
Debris Management Site Operations – with portable scales							
4.53	Daily	Debris Management Site			60	\$2,500.00	\$150,000.00
Debris Management Site Operations – without portable scales							
4.54	Daily	Debris Management Site			60	\$2,000.00	\$120,000.00

**Total: \$40,422,600.00**

(1) : Fractional mileage will not increase until the next whole number is reached, i.e. 15.9 miles falls into the 0-15 mile rate.

**EXHIBIT C**  
**CONTRACTOR'S PROPOSAL**



**PREPARED FOR:**  
Clackamas County, OR



**MISSION**

As the nation's leader in disaster response and recovery services, the mission of our team is to support communities and help the families in time of need.

**VALUES**

Ensure safety, integrity, commitment to service and teamwork.

**VISION**

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure and sustainability needs.

[www.ashbritt.com](http://www.ashbritt.com)

**Request for Proposal: 2020-101**

Disaster Debris Removal and Disposal

**PLEASE DELIVER TO:**

Clackamas County Procurement Division –  
Attention George Marlton, County Procurement  
Officer, Clackamas County Public Services  
Building, 2051 Kaen Road Oregon City, OR 97045  
or email: [procurement@clackamas.us](mailto:procurement@clackamas.us)

**OPENING DATE & TIME ON:**

Tuesday, June 1, 2021, 2:00 PM PST



AshBritt, Inc.  
565 East Hillsboro Blvd. Deerfield Beach, FL 33441  
Phone: 954.725.6992 | Fax: 954.725.6991  
Email: [response@ashbritt.com](mailto:response@ashbritt.com)

Contact: Rob Ray  
24hrs: 954-868-9502

**■ Table of Contents**

- TABLE OF CONTENTS..... 2
- TAB 1. PROPOSER'S GENERAL BACKGROUND AND EXPERIENCE ..... 3**
  - *Qualifying Event: Charleston County, SC – Hurricane Dorian, 2019* ..... 3
  - *Qualifying Event: Bay County, FL – Hurricane Michael, 2018-2020* ..... 3
  - *Qualifying Event: Gulf County, FL – Hurricane Michael, 2018-2019* ..... 4
  - *Qualifying Event: USACE – Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires, 2017-2018* ..... 4
  - *Qualifying Event: Collier County, FL – Hurricane Irma, 2017-2018* ..... 5
  - *Qualifying Event: Victoria City, TX – Hurricane Harvey, 2017* ..... 6
  - *Qualifying Event: Fort Bend County, TX – Hurricane Harvey, 2017* ..... 6
  - *Qualifying Event: Chatham County, GA – Hurricane Matthew, 2016-2017* ..... 7
  - *Qualifying Event: St. Johns County, FL – Hurricane Matthew, 2016-2017* ..... 7
  - *Qualifying Event: State of New Jersey – Hurricane Sandy, 2012-2013* ..... 8
- CAPABILITY TO MANAGE COMPLEX PROJECTS ..... 8
- 5 REFERENCE LETTERS ..... 10
- TAB 2. MANAGEMENT TEAM ..... 13**
  - PROJECT MANAGER ..... 13
  - OPERATIONS MANAGER ..... 13
  - QUALITY CONTROL MANAGER ..... 13
  - SAFETY AND HEALTH MANAGER ..... 13
  - ALTERNATE PROJECT MANAGER ..... 14
  - ALTERNATE OPERATIONS MANAGER ..... 14
  - ALTERNATE QUALITY CONTROL MANAGER ..... 14
  - ALTERNATE SAFETY AND HEALTH MANAGER ..... 14
- TAB 3. RESOURCES..... 15**
  - A. SUPPLEMENTAL PERSONNEL..... 15
  - B. EQUIPMENT LIST ..... 16
  - C. FINANCIAL CAPABILITY & RESOURCES..... 16
    - *Bank and Bond Letter*..... 17
  - D. USE OF SMALL AND MINORITY BUSINESSES ..... 18
    - *"Small" Business Goal Achievement*..... 18
- TAB 4. PROJECT APPROACH ..... 20**
  - METHOD FOR CARRYING OUT DEBRIS REMOVAL OPERATIONS..... 20
  - SPECIFIC OPERATIONAL PLAN FOR CLACKAMAS COUNTY, OR..... 20
    - *Sectoring* ..... 21
    - *Response Plan Timeline*..... 22
- TAB 5. FEES..... 25**

Note: If page numbers are restricted, any roman numeral page numbers are not included in the page count.

### ***Tab 1. Proposer's General Background and Experience***

AshBritt has presented detailed information on **ten qualifying signature projects** to demonstrate our capacity, qualifications, experience, and competency in responding to projects comparable to those identified in this solicitation. AshBritt has provided **six** qualifying projects that demonstrate debris removal experience and our ability to **manage large-scale and technically complex disasters**. AshBritt believes this encompasses projects that exceed 1,000,000 cubic yards of debris and multiple debris streams.

- ***Qualifying Event: Charleston County, SC – Hurricane Dorian, 2019***

- 1. FEMA declaration name and number:** 2019 Hurricane Dorian (DR-4468)
- 2. Location (city/county/state):** Charleston County, SC
- 3. Public Agency (or Private Nonprofit Facility):** Charleston County, SC
- 4. Public Agency Contact (name, telephone, email):** Chris Wannamaker, P.E. Stormwater Program Manager Charleston County Public Works - Stormwater Division  
Phone: (843) 202-7635  
Email: CWannamaker@charlestoncounty.org
- 5. Start and end date of contract:** 09/14/2019 – 12/20/2019
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$11,730,000
- 8. Quantity and type of debris removed (C&D or Vegetative):** 615,000 CY of vegetative debris
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract within Charleston County, SC, covered 1,358 square miles. Our management team arrived before official activation at no additional expense to the County. For debris removal operations, we assisted with the identification and designation of collection zones and collected 615,000 cubic yards of vegetative debris throughout the County. AshBritt opened, developed, staffed, and operated 4 DMS locations throughout the affected area and hauled out 7,000 tons of reduced vegetative debris from the DMS sites. We employed and managed over 130 debris hauling units and tree crews, which removed 5,100 hazardous leaning trees and hazardous hanging limbs. At the height of the project, AshBritt collected over 30,000 cubic yards of debris in one day.

- ***Qualifying Event: Bay County, FL – Hurricane Michael, 2018-2020***

- 1. FEMA declaration name and number:** 2018 Hurricane Michael (DR-4399)
- 2. Location (city/county/state):** Bay County, FL
- 3. Public Agency (or Private Nonprofit Facility):** Bay County, FL
- 4. Public Agency Contact (name, telephone, email):** Don Murray – General Services Director  
Phone: (850) 248-8732  
Email: dmurray@baycountyfl.gov
- 5. Start and end date of contract:** 10/18/18 – 10/28/20
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$146,892,646
- 8. Quantity and type of debris removed (C&D or Vegetative):** 6,800,000 CY of vegetative and C&D debris, hazardous trees and limbs, and other ancillary services
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract within Bay County, FL, covered 1,033 square miles. AshBritt's management team arrived before official activation at no additional expense to the County. For debris



removal operations, AshBritt identified and designated 16 collection zones throughout the County. We provided emergency road clearance services at the beginning stage of the project. The 6,800,000 cubic yards of debris collected throughout Bay County included vegetative and construction debris types. AshBritt opened, developed, staffed, and operated 5 DMS locations throughout the affected area. We employed and managed over 470 debris hauling units and 61 tree crews, which removed 70,749 hazardous leaning trees and 56,344 hazardous hanging limbs. At the height of the project, AshBritt collected over 84,000 cubic yards of debris in one day. AshBritt has hauled out 1,700,000 cubic yards of reduced vegetative debris from the DMS sites. All of the reduced vegetative debris was sent to beneficial reuse locations. AshBritt handled numerous special debris waste streams on this project, which included white goods and e-waste. We performed removal of freon and non-freon containing white goods. AshBritt also conducted a marine debris removal mission in which we removed over 973,914 cubic yards of vegetative and construction debris. At our peak, AshBritt removed 10,500 cubic yards of marine debris in one day.

- ***Qualifying Event: Gulf County, FL – Hurricane Michael, 2018-2019***

- 1. FEMA declaration name and number:** 2018 Hurricane Michael (DR-4399)
- 2. Location (city/county/state):** Gulf County, FL
- 3. Public Agency (or Private Nonprofit Facility):** Gulf County, FL
- 4. Public Agency Contact (name, telephone, email):** Warren Yaeger  
Email: wyeager@gulfcounty-fl.gov  
Phone: (850) 899-7337, Fax: N/A
- 5. Start and end date of contract:** 10/18/18 – 5/30/19
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$31,944,305
- 8. Quantity and type of debris removed (C&D or Vegetative):** 1,620,000 CY of vegetative and C&D debris, hazardous trees and limbs, and other ancillary services
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract within Gulf County, FL, covered 756 square miles. AshBritt's management team arrived prior to official activation at no additional expense to the County. Due to constraints on available lodging, AshBritt activated our temporary lodging plan. This included procuring sufficient temporary lodging facilities (mobile homes). For debris removal operations, AshBritt identified and designated 13 collection zones throughout the County. We provided emergency road clearance services at the beginning stage of the project. The 2,161,232 cubic yards of debris collected throughout Gulf County included vegetative and construction debris. AshBritt opened, developed, staffed, and operated 2 DMS locations throughout the affected area. We employed and managed over 130 debris hauling units and 6 tree crews, which removed 16,848 hazardous leaning trees and 9,139 hazardous hanging limbs. To date, AshBritt has hauled out 632,712 cubic yards of reduced debris from the DMS sites. AshBritt handled numerous special debris waste streams on this project, which included white goods and e-waste.

- ***Qualifying Event: USACE – Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires, 2017-2018***

- 1. FEMA declaration name and number:** 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344)
- 2. Location (city/county/state):** Napa County, Sonoma County, Mendocino County, Lake County, CA
- 3. Public Agency (or Private Nonprofit Facility):** USACE – Sacramento District
- 4. Public Agency Contact (name, telephone, email):** Ms. Leah Caldwell, Contracting Officer Section Chief, Construction Branch Contracting Division, US Army Corps of Engineers



Phone: (916) 557-7467

Email: leah.caldwell@usace.army.mil

**5. Start and end date of contract:** 11/13/17 – 6/28/2018

**6. Prime Contractor? (yes/no):** yes

**7. Dollar value of contract:** \$307,116,000

**8. Quantity and type of debris removed (C&D or Vegetative):** 770,000 tons of private property fire debris removal, ash/soil, metal, concrete, asbestos-containing material, air monitoring, and erosion control

**9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt's Northern California Wildfire debris removal project performed under the current Advanced Contracting Initiative (ACI) Regional Contract for Debris Management Services (RCDMS) South Pacific Division (SPD) is essentially the same scope and magnitude that exists in this solicitation's Performance Work Statement (PWS). AshBritt was tasked by USACE Sacramento District to conduct private property debris removal operations for fire-affected properties in Sonoma, Napa, Mendocino, and Lake County, CA. This work included performing an initial site reconnaissance and sign installation at damaged properties; generating an assessment report; conducting asbestos inspections; monitoring air quality; installing stormwater infrastructure protection; implementing an ADMS; removing, segregating and hauling soil, ash, metal, concrete, white goods, and vehicles to an approved TDSR, disposal or recycling facility; tribal and archaeological monitoring; soil and ash sampling and testing; installation of fencing; and generation of a final parcel completion report for over 2,400 properties. AshBritt removed 770,000 tons of debris from 16 sectors within the assigned areas. Over 1,700 hauling units were certified, and more than 300 pieces of loading equipment were utilized. At our peak, AshBritt had 115 debris removal crews working simultaneously and removed 25,000 tons of debris in one day. A debris recovery operations center was established for our mission operations team. Over 100 management, administrative, safety, and quality control personnel staffed the project. We were prohibited from utilizing any hotels in the impacted area. This triggered the activation of AshBritt's temporary lodging plan in response to this prohibition. AshBritt conducted and attended numerous planning and coordination meetings with federal, State, and local agencies including but not limited to the EPA, CalEPA, CalOES, tribal agencies, USACE, CalOSHA to ensure all compliance across all stakeholders and agencies.

• *Qualifying Event: Collier County, FL – Hurricane Irma, 2017-2018*

**1. FEMA declaration name and number:** 2017 Hurricane Irma (DR-4337)

**2. Location (city/county/state):** Collier County, FL

**3. Public Agency (or Private Nonprofit Facility):** Collier County, FL

**4. Public Agency Contact (name, telephone, email):** Dan Rodriguez – Solid Waste Management Department

Phone: (239) 252-8330

Email: Dan.Rodriguez@colliercountyfl.gov

**5. Start and end date of contract:** 9/22/17 – 6/28/2018

**6. Prime Contractor? (yes/no):** yes

**7. Dollar value of contract:** \$60,000,000

**8. Quantity and type of debris removed (C&D or Vegetative):** 3,600,000 CY of vegetative and C&D debris, hazardous trees and limbs, waterway debris, and other ancillary services

**9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to a Debris Management Site. Under AshBritt's contract with Collier County, Florida, we received three activations in response to Hurricane Irma: Collier County, the City of Naples, and the City of Marco Island. For the emergency push period, AshBritt mobilized and deployed 40-wheel loaders, 16 skid steers, 100 chainsaw men, 70 vacuum trucks, 300 chemical toilets, 125 generators, 2 special waste crews, and built 11,000 ft. of access roads to open 6 DMS locations

that we developed, staffed and operated throughout the affected areas. For debris removal operations, we identified and designated collection zones in each municipal jurisdiction. We employed and managed over 100 subcontractors, 235 debris hauling vehicles, and 50 tree crews, which removed 1,000 hazardous leaning trees and 25,000 hazardous hanging limbs. In addition, AshBritt handled numerous unique debris waste streams on this project. We conducted a waterway debris removal mission from over 40 canals throughout Collier County, FL, and collected 13,000 cubic yards of waterway debris. We utilized various types of shallow draft grapple barges to transport debris to an access point, where it was offloaded and transferred into grapple trucks and then hauled to a permitted DMS. A total of 3,600,000 cubic yards of vegetative debris was collected and reduced to a volume of 1,028,345 cubic yards for beneficial reuse.

- *Qualifying Event: Victoria City, TX – Hurricane Harvey, 2017*

1. **FEMA declaration name and number:** 2017 Hurricane Harvey (DR-4332)
2. **Location (city/county/state):** Victoria City, TX
3. **Public Agency (or Private Nonprofit Facility):** Victoria City, TX
4. **Public Agency Contact (name, telephone, email):** Darryl, Lesak, Director of Environmental Services  
Phone: (361) 485-3230  
Email: dlesak@victoriatx.org
5. **Start and end date of contract:** 08/26/2017-10/12/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$5,743,700
8. **Quantity and type of debris removed (C&D or Vegetative):** 393,000 CY of vegetative and C&D debris, hazardous trees and limbs, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated temporary debris staging and reduction sites. AshBritt conducted right of way vegetative debris collection, operated a DMS, conducted a reduction of vegetative debris through grinding and haul-out services. In addition, services included a leaner/hanger program and a hazardous stump mission. AshBritt conducted an emergency road clearance mission, provided generators and a multitude of other ancillary services. AshBritt conducted a road clearance mission that required the removal of thousands of cubic yards of corn that had washed into the main roadways due to flooding.

- *Qualifying Event: Fort Bend County, TX – Hurricane Harvey, 2017*

1. **FEMA declaration name and number:** 2017 Hurricane Harvey (DR-4332)
2. **Location (city/county/state):** Fort Bend County, TX
3. **Public Agency (or Private Nonprofit Facility):** Fort Bend County, TX
4. **Public Agency Contact (name, telephone, email):** Scott Wieghat  
Phone: (832) 473-2960  
Email: scott.wieghat@fortbendcountytexas.gov
5. **Start and end date of contract:** 08/28/2017-11/9/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$7,146,000
8. **Quantity and type of debris removed (C&D or Vegetative):** 499,700 CY of vegetative debris, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated temporary debris staging and reduction sites. AshBritt conducted right of way vegetative debris collection, operated

a Debris Management Site, conducted reduction of vegetative debris through grinding, and haul-out services. AshBritt completed an emergency road clearance mission, provided generators and a multitude of other ancillary services. AshBritt conducted a road clearance mission that required us to remove thousands of cubic yards of corn that had washed into the main roadways due to flooding. AshBritt also provided MRE's, shower, and restroom trailers for the County.

- **Qualifying Event: Chatham County, GA – Hurricane Matthew, 2016-2017**

1. **FEMA declaration name and number:** 2016 Hurricane Matthew (DR-4284)
2. **Location (city/county/state):** Chatham County, GA
3. **Public Agency (or Private Nonprofit Facility):** Chatham County, GA
4. **Public Agency Contact (name, telephone, email):** Marc Ginsberg - Debris Operations Project Manager  
Phone: (912) 652-6867  
Email: MBGinsbe@chathamcounty.org
5. **Start and end date of contract:** 10/18/2016 – 02/23/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$23,023,910
8. **Quantity and type of debris removed (C&D or Vegetative):** 1,620,000 CY of vegetative debris, hazardous trees, limbs and stumps, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract with Chatham County, GA, covered 462 square miles. Our management team arrived before official activation at no additional expense to the County. 23 debris collection zones (or sectors) were identified and designated. Resource requirements were determined, immediately mobilized, and assigned to zones. The 1.6 million cubic yards of debris collected included vegetative and construction debris types. Three DMS's were identified, permitted, operated, and closed successfully. Vegetation debris brought to these sites was managed and reduced by grinding. Construction debris was hauled directly to a permitted landfill. Approximately 400,000 cubic yards of reduced debris was hauled to 3 final disposal locations. Two of the three disposal locations were compost facilities. Debris services also included a hazardous tree and limb removal program, and a hazardous stump mission, in which 1,175 hazardous trees, 21,795 hazardous limbs, and 113 hazardous stumps were removed and disposed of. An ADMS system was used on this project.

- **Qualifying Event: St. Johns County, FL – Hurricane Matthew, 2016-2017**

1. **FEMA declaration name and number:** 2016 Hurricane Matthew (DR-4284)
2. **Location (city/county/state):** St. Johns County, FL
3. **Public Agency (or Private Nonprofit Facility):** St. Johns County, FL
4. **Public Agency Contact (name, telephone, email):** Greg Caldwell  
Email: gcaldwell@sjcfl.us or gcaldwell@co.st-johns.fl.us  
Phone: (904) 209-0132
5. **Start and end date of contract:** 10/08/2016 – 01/5/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$10,477,990
8. **Quantity and type of debris removed (C&D or Vegetative):** 700,000 CY of vegetative debris and beach debris removal services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. AshBritt opened, developed, staffed, and operated 7 DMS locations throughout the affected area. The geographic

response area for AshBritt's contract within St. Johns County, FL covered 822 square miles. AshBritt's management team arrived before official activation at no additional expense to the County. For debris removal operations, AshBritt identified and designated collection zones throughout the County. The 715,282 cubic yards of debris collected throughout the County included vegetative and construction debris types. AshBritt hauled out 91,381 cubic yards of mulch. AshBritt also conducted a beach debris removal mission for the County.

- ***Qualifying Event: State of New Jersey – Hurricane Sandy, 2012-2013***

- 1. FEMA declaration name and number:** 2012 Hurricane Sandy (DR-4086)
- 2. Location (city/county/state):** State of New Jersey
- 3. Public Agency (or Private Nonprofit Facility):** State of New Jersey
- 4. Public Agency Contact (name, telephone, email):** Ernest Kuhlwein - Solid Waste Director  
Phone: (732) 506-5047  
Email: ekuhlwein@co.ocean.nj.us
- 5. Start and end date of contract:** 11/01/2012 – 03/30/2013
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$136,463,050
- 8. Quantity and type of debris removed (C&D or Vegetative):** 3,171,531 CY of vegetative and C&D debris, hazardous tree and limb removal, and other ancillary services
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** For our contract with the State of New Jersey, we were activated by the State and 53 municipalities covering 1,800 square miles of contracted geographic area. AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated 42 DMS's throughout the affected areas. We employed and managed 94 subcontractors, 70 of which were located in NJ. We hauled over 3,000,000 cubic yards of debris, 64,891 loads of debris, using 1,755 certified operational vehicles.

AshBritt deployed 36 tree crews, and the event generated special debris waste streams. Utilizing our household hazardous waste (HHW) crews, we removed and disposed of 2,900 drums (55gal) of HHW. AshBritt removed, managed, and disposed of 60 tons of e-waste, 20,000 white goods - 5,000 contained Freon. All debris was delivered to local recycling centers. AshBritt utilized multiple sand screening machines to process 200,000 cubic yards of sand that washed from the beaches into the public streets. AshBritt conducted a waterway debris mission in southern New Jersey for Ocean, Burlington, Atlantic, Cumberland, and Salem counties. AshBritt surveyed the waterways utilizing side-scan sonar and bathymetric machines. This mission also included debris removal and disposal, dredging, sunken vehicle, and vessel removal, and vehicle and vessel aggregation area operation. AshBritt established and operated a vessel aggregation area for 42 sunken or submerged vessels in New Jersey while simultaneously towing 3,503 vehicles out of New York City and processing them in vehicle aggregation sites.

- ***Capability to Manage Complex Projects***

AshBritt has experience in successfully managing complex projects throughout the U.S. across multiple states since our inception. Below is a clear representation of our proven capability and experience.

- 11 Jurisdictions in response to Hurricane Michael in 2018 (13,700,000 cubic yards)
- 4 Jurisdictions in response to USACE Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fire in 2017 (1,250,000 cubic yards/770,000 Tons)
- 67 Jurisdictions in response to Hurricane Irma in 2017 (10,700,000 cubic yards)
- 13 Jurisdictions in response to Hurricane Harvey in 2017 (1,700,000 cubic yards)
- 24 Jurisdictions in response to Hurricane Matthew in 2016 (5,700,000 cubic yards)
- 60 Jurisdictions in response to Hurricane Sandy in 2012 (3,500,000 cubic yards)



- 32 Jurisdictions in response to the MA Severe Storm and Snowstorm in 2011 (1,700,000 cubic yards)
- 17 Jurisdictions in response to CT Severe Storm and Snowstorm in 2011 (1,800,000 cubic yards)
- 24 Jurisdictions in response to Hurricane Wilma in 2005 – (4,800,000 cubic yards)
- 27 Jurisdictions in response to Hurricane Katrina in 2005 – 2006 (21,500,000 cubic yards)
- 8 Jurisdictions in response to Hurricane Charley, Frances, Jeanne – 2004 (4,800,000 cubic yards)

AshBritt's capacity to manage complex projects in the event of a regional or statewide disaster for debris removal, management, and disposal services is evidenced above. Through our strict reporting and documentation guidelines and experience in conducting regional and statewide operations, AshBritt has gained the necessary capabilities and expertise to handle complex projects.

Our team is prepared to manage complex projects simultaneously and at dispersed locations. Our many years of experience and successful performance in emergency response activities demonstrate AshBritt's effective integration and application of actual cost, schedule, and performance control standards. We understand it is imperative to oversee and integrate schedule and cost factors to complete all tasks. The procedures we have successfully utilized in the past are applied to this effort.

We understand that overseeing a geographically dispersed portfolio of sites can create some unusual challenges. These challenges include communications, maintaining accurate information about facility requirements across the portfolio, and promoting consistent standards for evaluating needs. Keeping accurate, up-to-date information about the conditions of all sites is critical. We collect and archive all necessary information in a central database. For each location, we further breakout the level of data gathered according to its mission importance and condition. We capture information such as location, use, facilities, and site size at the most fundamental level. At the sites, data analysis will improve the operational and financial management of the overall program. AshBritt will review existing alternate sites for debris management use during this contract.

Use of best professional judgment is necessary to determine the ultimate disposition of collected material. We consider the number, type of sites, and transportation access that may be required. If more than one entity plans to use the site, the *wastes cannot be commingled and have to be delineated and separate from each other*. We suggest that each responsible party has a debris plan outlining how the debris should be handled and if it should be segregated curbside or at the DMS.

***As shown above, AshBritt has the unique and rare knowledge and experience of managing multiple contracts and projects in various jurisdictions across the United States.*** These statistics show that AshBritt is able to meet and exceed the production rates identified in this solicitation.

*From logistical management to subcontractor management and all other facets of debris management, AshBritt has proven that it is the leader in managing multiple large events throughout various United States regions.*

■ *5 Reference Letters*



JOHN J. TECKLENBURG  
Mayor

*City of Charleston*  
*South Carolina*  
*Department of Public Service*

THOMAS F. O'BRIEN  
Director of Public Service

Ashbritt, Inc.  
Attn: Mr. Matt Gierden, Vice President  
565 East Hillsboro Blvd  
Deerfield Beach, FL

1/13/2020

Subject: Debris Removal – Hurricane Dorian

The City of Charleston would like to take a moment to thank and extend our appreciation to the entire Ashbritt staff who assisted in the City's debris removal following hurricane Dorian.

On September 5<sup>th</sup> 2019 Hurricane Dorian impacted the City of Charleston and left a significant amount of debris in its wake. Due to the amount of debris left behind from Dorian the City of Charleston decided to participate in Charleston County's debris removal contract. On September 6<sup>th</sup> Matt Gierden of Ashbritt Environmental was already in contact with city officials and had begun the staging of debris removal equipment while the city began the process of debris removal and started hauling debris to our storage site at Sumar St.

Matt Gierden, Dilla Camacho and Geno Hernandez did an amazing job during the recovery process. Mr. Gierden and Mrs. Camacho attended our morning meetings every day answering any questions we had and addressing any concerns that may have come up from the previous day. Mr. Gierden and Mrs. Camacho were in constant contact with the City of Charleston throughout each day to ensure the process moved along seamlessly.

The City of Charleston has worked with Ashbritt on previous events and this was by far the best partnership we have experienced. The communication and commitment to ensure debris removal was completed as fast as possible so that our city could get back to normal was outstanding.

Should the City of Charleston need assistance in the future we would seek out the help of Ashbritt. The City of Charleston also would like to thank Ashbritt Environmental, Mr. Gierden and all of the other employees who assisted the city during our time of need. Thank you for your dedication, commitment and excellent customer service you provided during this event.

Michael Metzler  
Interim Director, Public Service  
City of Charleston

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2 George Street, Suite 2100, Charleston, SC 29401-3506 · Phone (843) 724-3754 · fax (843) 973-7261

February 28, 2018

Ash Britt  
Matt Gierden  
Regional Manager  
565 E. Eillsboro Blvd  
Deerfield Beach, FL 33441



Dear Manager Gierden:

I would like to take a moment to thank you and all your employees for going above and beyond your duties during hurricane Irma. Now that Collier County is under "blue skies" and things are slowly returning to normal, my staff, I and the citizens of Collier County graciously appreciate your generous support and assistance before, during and after hurricane Irma.

As the Director of Emergency Management, it is such a great feeling to know how resilient our community really is, and how everyone came out to support one another, especially during the trying times that presented during this devastating storm.

The generosity and support that you and your organization provided is greatly appreciated. It is businesses such as yours that have made Collier County a strong community that recovered quickly from this devastating storm. Collier County is a great place to live, work, and play, and through your hard work and support you have been a part of that effort.

Again, on behalf of my staff, I and the citizens of Collier County, thank you for your generosity of time, assistance and continued support.

Sincerely,



Dan E. Summers, CEM, FPEM  
Director  
Collier County Emergency Services

**Office of the County Manager**  
840 West 11<sup>th</sup> Street  
Panama City, Florida 32401  
Telephone: (850) 248-8145

November 19, 2019

AshBritt, Inc.  
565 East Hillsboro Blvd.  
Deerfield Beach, FL 33441

Re: Hurricane Michael Debris Removal

Bay County would like to thank you and your staff for the exceptional job in assisting with the debris removal and cleanup efforts from Hurricane Michael.

Hurricane Michael devastated Bay County and the surrounding areas and has been determined to be the largest local led debris removal operation in history. Your team came onboard immediately following the storm and expedited the setup and operations to remove debris from our roadways to allow for immediate cleanup efforts.

We would like to personally thank Matt Gierden and Bob Hewett for their assistance and sincerely appreciate their support. Matt was instrumental in the setup of operations to begin the debris removal process in our County. Additionally, Bob Hewett, as Project Manager, provided seamless onsite day-to-day management of the debris removal. Bob worked very well with staff and citizens addressing hundreds of calls and requests for debris removal assistance. Their efforts were professional and well organized.

We would like to commend Matt Gierden, Bob Hewett and the Ashbritt Team for their assistance and continued efforts throughout the disaster recovery process. Should Bay County need debris removal support in the future, we would gladly pursue Ashbritt's assistance.

Sincerely,



Joel Schubert  
Assistant County Manager



March 30, 2017

Mr. John Noble  
AshBritt Inc.  
565 E. Hillsboro Boulevard  
Deerfield Beach, FL 33441

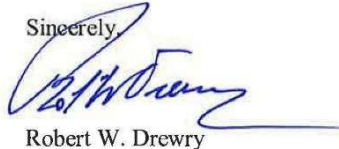
Dear Mr.Noble,

On October 11, 2016 Chatham County issued your Notice to Proceed to remove debris as a result of Hurricane Matthew. Your company deployed resources immediately and when all was said and done, AshBritt collected and processed more than 1.6M cubic yards of vegetative debris over a 130 day period. The volume of debris from this storm far exceeded our expectations.

Chatham County was extremely pleased with the response from AshBritt. Project Manager Dow Knight was always professional, thorough, organized and responsive. As you know, demands and expectations from the public are high during difficult situations. Under immense pressure AshBritt remained respectful and steadfast from beginning to end.

On behalf of Chatham County, I thank you for the work AshBritt performed for our citizenry and I appreciate the significant amount of work it took to complete this project.

Sincerely,



Robert W. Drewry

**January 13, 2017**

RE: Recommendation – AshBritt Environmental, Inc.

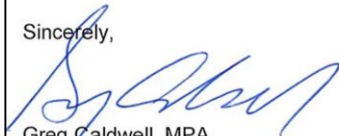
AshBritt Environmental, Inc.  
565 East Hillsboro Blvd. Deerfield Beach, FL 33441  
Re: Hurricane Matthew 2016 - 2017

I would be remiss if we did not take the time to commend your company and express how grateful and appreciative we are of the amazing operation your company ran here during Hurricane Matthew from October 2016 – January 2017

Ash Britt provided outstanding service during a time of urgency for our county after it was impacted by Hurricane Matthew. AshBritt Environmental worked quickly and efficiently to remove debris on the Right of Way, as well as worked diligently and carefully during a beach clean-up mission from the storm. AshBritt Environmental helped St. Johns County provide the most efficient and expeditious debris removal services to its residents.

Your assistance in our time of need meant a great deal not only to our Department but to our community as well. The clean-up efforts were overwhelming yet the competency, structure and organizational skills displayed by Ash Britt were excellent and helped our county return to its normal state as quickly as possible.

Sincerely,



Greg Caldwell, MPA  
St. Johns County Public Works Department  
Assistant Public Works Director

## ***Tab 2. Management Team***

### **■ *Project Manager***

- 1. Team Member Name:** Rob Ray
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Project Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2019 Hurricane Dorian (DR-4468) – Charleston County, SC
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
- 4. Number of years of experience in debris removal operations:** 17
- 5. Number of years employed by proposer:** 17
- 6. Currently employed by proposer? Yes/No:** Yes

### **■ *Operations Manager***

- 1. Team Member Name:** Dow Knight
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Operations Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
  - 2016 Hurricane Matthew (DR-4284) – Chatham County, GA
  - 2012 Hurricane Sandy (DR-4086) – State of New Jersey
- 4. Number of years of experience in debris removal operations:** 17
- 5. Number of years employed by proposer:** 17
- 6. Currently employed by proposer? Yes/No:** Yes

### **■ *Quality Control Manager***

- 1. Team Member Name:** Matt Gierden
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Quality Control Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Bay County, FL
  - 2017 Hurricane Irma (DR-4337) – Collier County, FL
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
- 4. Number of years of experience in debris removal operations:** 17
- 5. Number of years employed by proposer:** 17
- 6. Currently employed by proposer? Yes/No:** Yes

### **■ *Safety and Health Manager***

- 1. Team Member Name:** Mark Perez
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Safety and Health Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Bay County, FL
  - 2017 Hurricane Irma (DR-4337) – Collier County, FL
  - 2016 Hurricane Matthew (DR-4284) – Chatham County, GA
- 4. Number of years of experience in debris removal operations:** 22
- 5. Number of years employed by proposer:** 9
- 6. Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Project Manager***

1. **Team Member Name:** Danny D'Emidio
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Project Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Gulf County, FL
  - 2012 Hurricane Sandy (DR-4086) – State of New Jersey
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
4. **Number of years of experience in debris removal operations:** 28
5. **Number of years employed by proposer:** 28
6. **Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Operations Manager***

1. **Team Member Name:** Richie Bensch
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Operations Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
  - 2016 Hurricane Matthew (DR-4284) – St. Johns County, FL
  - 2012 Hurricane Sandy (DR-4086) – State of New Jersey
4. **Number of years of experience in debris removal operations:** 26
5. **Number of years employed by proposer:** 24
6. **Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Quality Control Manager***

1. **Team Member Name:** Jason Santiago
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Quality Control Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Gulf County, FL
  - 2017 Hurricane Irma (DR-4337) – Collier County, FL
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
4. **Number of years of experience in debris removal operations:** 17
5. **Number of years employed by proposer:** 14
6. **Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Safety and Health Manager***

1. **Team Member Name:** Jason Haynie
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Safety and Health Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Bay County, FL
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
4. **Number of years of experience in debris removal operations:** 23
5. **Number of years employed by proposer:** 14
6. **Currently employed by proposer? Yes/No:** Yes

### Tab 3. Resources

#### ■ A. Supplemental Personnel

AshBritt's core team members have worked together for over 17 years. The following chart indicates the years each individual has worked in the Disaster Debris Management Industry. *The project lead is denoted by a (\*) by their name. Key support personnel is denoted by a (\*\*) by their name. Those with over 12 years of AshBritt experience are highlighted in yellow:*

Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Brittany Perkins	Chief Executive Officer	13	13
Randal Perkins	Senior Operations Advisor	33	26
John Noble	Chief Operations Officer	30	26
Matt Gierden**	Quality Control Manager	20	17
Jason Santiago**	Alternate Quality Control Manager	17	17
Dow Knight**	Operations Manager	29	17
Richie Bensch**	Alternate Operations Manager	26	24
Rob Ray*	Project Manager	29	17
Danny D'Emidio**	Alternate Project Manager	27	23
Mark Perez**	Safety and Health Manager	37	9
Jason Haynie**	Alternate Safety and Health Manager	23	14
Jim Loomis**	FEMA Technical Assistance	38	26
Christopher Holsinger**	Technical Assistance Manager	7	6
Bill Johnson**	Director of DMS Operations	40	30
Christine D'Emidio**	Controller	15	15
Holly Raschein**	Director of Government Relations	20	12
Jason Fawcett**	Operations Supervisor	29	19
Gerardo Castillo	Quality Control Supervisor	20	3
Dilia Camacho**	Quality Control Representative	24	5
<b>Additional Personnel to be Utilized if Scope of Work Expands</b>			
Danny Sides	Operations Manager	32	12
David Poe	Environmental Compliance Manager	30	28
Steven Ackroyd	Environmental Health & Safety Manager	41	4
Wayne Deese	Environmental Health & Safety Manager	26	2
Jeff Spoerl	Environmental Health & Safety Manager	23	19
Barry Scanlon	FEMA Technical Consultant	33	27
Mark Merritt	FEMA Technical Consultant	30	26
Tom Credle	FEMA Technical Consultant	46	37
Michael Wyrick	Operations Supervisor	21	8
Phil Foreman	Operations Supervisor	36	36
Fred Neris	Operations Supervisor	19	16
James Sellers	Operations Supervisor	14	7
James Buddy Lofton	Operations Supervisor	43	43
John Noble, Sr.	Operations Supervisor	33	14
James Rolette	Operations Supervisor	33	6
Mike Noble	Operations Supervisor	20	12
Bob Hewett	Operations Supervisor	18	13
Andy Rudd, Jr.	Operations Supervisor	11	8
Roosevelt Grey	Operations Supervisor	8	4

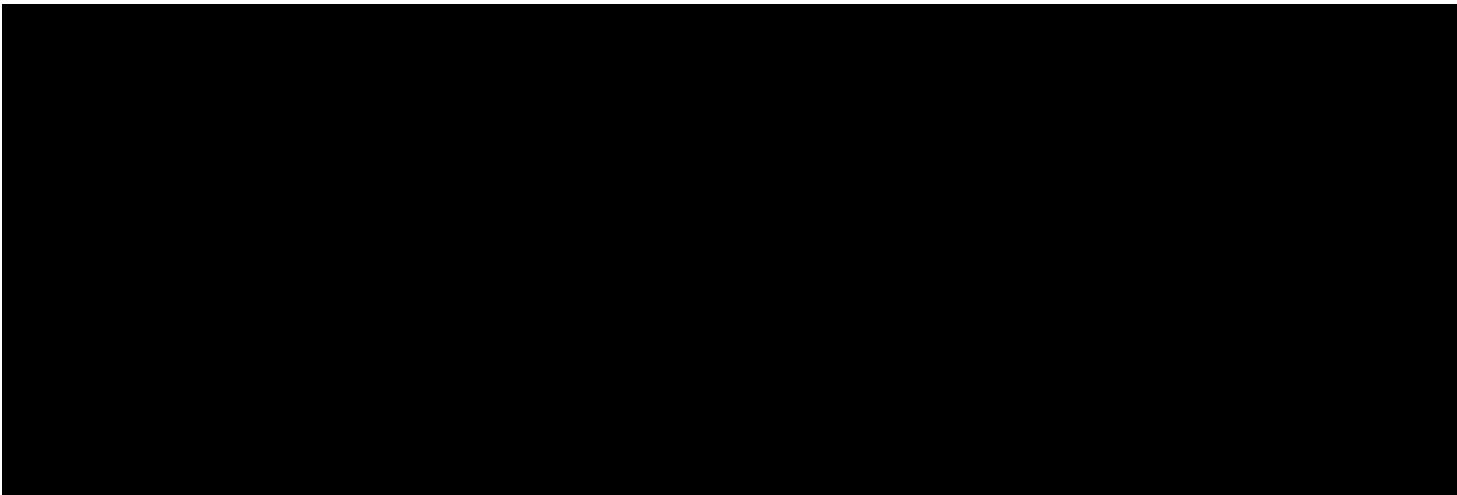
Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Wayne Smith	Operations Supervisor	14	14
Jacob Haynie	Operations Supervisor	5	2
Eric Davis	Operations Supervisor	25	15
Sean Robinett	Operations Supervisor	4	4

**■ B. Equipment List**

Equipment Description	Contracted to AshBritt	AshBritt Leased	Total Available
Truck, Pickup	75	25	100
Dump Trucks (10-50 Yd <sup>3</sup> )	175	0	175
Tractor/Trailer, Dump (20-70 Yd <sup>3</sup> )	100	0	100
Loader, Knuckleboom (Barko 160A)	45	0	45
Self-Loading Grapple Truck (30-60 Yd <sup>3</sup> )	225	0	225
Loader, Front End (7-12 Yd <sup>3</sup> )	40	5	45
Loader, Mini (Bobcat, Cat, Various)	30	4	34
Truck, Chipper (30 Yd <sup>3</sup> )	9	0	9
Chipper (18" Rotary Disc)	12	0	12
Excavators (Cat 320, 325, 330)	28	5	33
Loaders, Rubber Tire (Multi-terrain)	25	2	27
Loader, Tracked (3-6yd <sup>3</sup> )	12	2	14
Grader, Motor (12-14' Base Width)	2	0	2
Truck, Water	11	4	15
Dozer (6-31 Yd <sup>3</sup> Blade Capacity)	7	5	12
Air Curtain Burner (McPherson)	8	0	8
Tub Grinder (Morbark/Diamond Z)	12	0	12
Tractor/Trailer (Live Floor, 90-130 Yd <sup>3</sup> )	150	0	150

*Note: The above chart indicates the equipment immediately available to AshBritt either through direct ownership-lease or through the resources of subcontractors that are contractually committed to AshBritt. AshBritt does not anticipate a shortage of certified safe, appropriate loading and hauling equipment, as well as other support equipment and assets for any response needed.*

**■ C. Financial Capability & Resources**







■ ***D. Use of Small and Minority Businesses***

During our Annual Planning and Training with the County, AshBritt will identify, screen, and engage disadvantaged local subcontractors at our sponsored workshops/job fairs. AshBritt has numerous subcontractors registered in the State of Oregon. Having recent experience in Oregon allows AshBritt to establish and strengthen relationships with various local subcontractors that can be utilized at a moment's notice. AshBritt feels as though we are uniquely positioned to respond to the County. AshBritt has always exceeded our contractually obligated goal of local disadvantaged business including but not limited to: Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VOSB) participation and will maintain this practice if we are awarded the debris removal contract for the County.

● ***"Small" Business Goal Achievement***

*AshBritt subcontracted over 65% of the subcontractor work to small businesses in New Jersey, exceeding our Small Business proposal goal of 40% during the Hurricane Sandy relief efforts.*

For our 2017/18 California Fire Debris recovery mission, AshBritt's contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 75 percent. AshBritt surpassed that goal achieving 97.2 percent small business subcontractor utilization. Throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation. We have always strived to exceed any expectations for our past clients.

For our Hurricane Katrina recovery mission, AshBritt's contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 60 percent. AshBritt surpassed that goal of 60 percent small business subcontractor utilization mark. Throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation.

*AshBritt was once a small business, and we recognize the importance of utilizing disadvantaged businesses including but not limited to, Small Business Enterprises (SBE), Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) to the fullest extent possible in accordance with 2 CFR 200.*

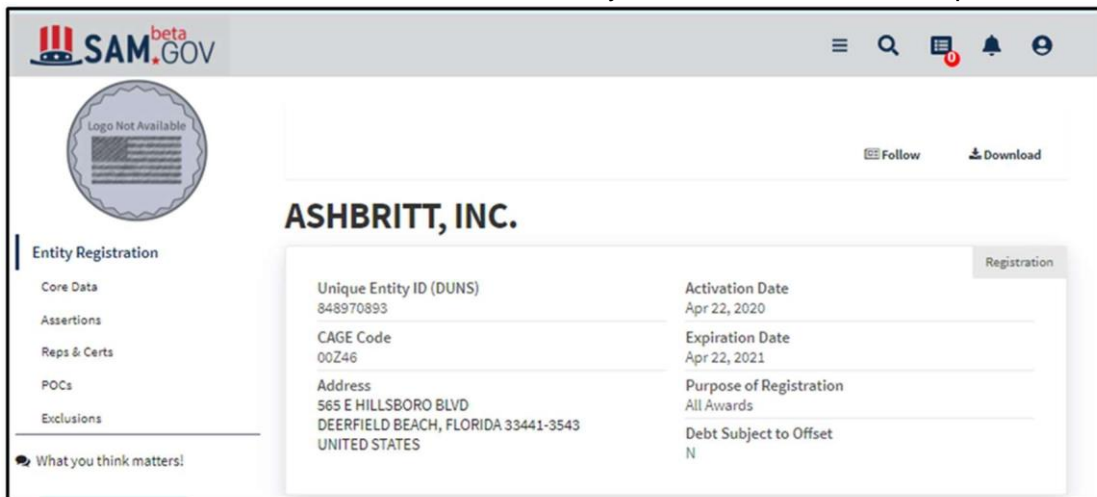
Our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Deployment. They are as follows:

- ***Identification:*** The identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, identification of subcontractors, especially those within the County and surrounding affected areas, occurs just after events and often throughout the recovery. In addition to utilizing the pre-identified subcontractors, we use various public and private sources that can garner additional useful and qualified subcontractors. We work toward cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is a customized web-based computer application that allows for efficient information storage, retrieval, and subsequent ongoing identification of subcontractors from the affected region. A robust and sophisticated set



of filtering parameters allows for the efficient culling of relevant data, making our selection process one of the most thorough and rapid screening processes in the industry.

- **Qualification:** Qualification and vetting of viable subcontractors are accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
  1. An initial interview—via phone or in-person
  2. A review of equipment and resource list, work history, special qualifications, and capabilities
  3. A review of applicable Dunn and Bradstreet Reports
  4. An on-site inspection of facilities and equipment, as applicable
  5. An insurance review to ensure current or future contract compliance
  6. A review of the Excluded Party List System (EPLS) now identified as System for Award Management (SAM): [www.sam.gov](http://www.sam.gov) as directed by FEMA Recovery Policy (RP) P9580.212 Public Assistance Grant Contracting FAQ
- **Deployment:** Deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative.



Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event or post-event. This vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations and required toolbox discussions. They will attend weekly safety meetings, learn to use the tracking system, invoicing procedures, and all facets of AshBritt's response procedures. They will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract). One aspect of our subcontracting program that sets us apart from many contractors is our method of payment. Often, industry subcontracts are "pay-when-paid" contracts, meaning they only pay their subcontractors when the client pays them. We do not subscribe to this method of subcontractor payment. We know that keeping subcontractors active is key to success, and the best way to do this is to ensure they are paid regularly and on time. We pay our subcontractors regularly regardless of payment by our client. By doing this, we can ensure that our subcontractors will be satisfied, fluid and will be motivated to work with us. This framework has worked in the past, and we are committed to employing this method in this program.

### Tab 4. Project Approach

#### ■ Method for Carrying out Debris Removal Operations

**Activation** is in response to an unknown disaster event or a request for immediate assistance. In this case, AshBritt will utilize this approach for the no-notice catastrophic earthquake event impacting Clackamas County. AshBritt has been issued a task order by the County to mobilize and is thereby at full operational status. At the Tier Three activation, the following actions are taken:

- Initiate Tier Three telephone contact and email cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractors, and resource and supply chain vendors.
- All Tier One and Two activities not referenced below, as applicable, are compressed and accelerated to affect the most rapid and effective response.
  1. Monitor the following for mobilization plans
  2. Local law enforcement (affected area) for route information and road closures
- Pre-Planning Team deploys to meet with the County's response team at the designated location.
- Expedited travel (corporate and chartered aircraft, mobile command centers, and ground transportation) is activated. AshBritt Disaster Response Team(s) deploy to the scene by whatever reasonable and safe means of transportation are currently available.
- Prepare, present, and recommend as requested for the development of the Debris Recovery Resource Plan.
- National and regional subcontractors, crews, equipment, supplies, materials, and personnel dispatched as indicated by the approved Debris Recovery Resource Plan. Staging areas and rally points established with instructions disseminated to all deployed parties on where to report and to whom to report to.
- Local temporary lodging contracts activated if possible and where applicable. Local temporary lodging contingency plans (i.e., man camps or established shelters) are activated as necessary. The supply chain for all emergency response goods and services is activated and administered.
- Local subcontractor first-responder partners activated; promotional and public information campaign for the recruitment of subcontractors and recovery assistance personnel commenced.
- AshBritt prepositions emergency road clearance crews for potential tasking. The objective of the clearance operations is to remove debris and obstructions from primary roadways to allow for emergency vehicular traffic. Debris is cut to a manageable size and stacked on the right of way for subsequent collection.

#### ■ Specific Operational Plan for Clackamas County, OR

AshBritt has identified and broken down the resources that will be needed to properly respond to this catastrophic earthquake event generating 1,000,000 cubic yards of debris.

Earthquake Event	Qty (CY) /a	Req TDSR Sites	Estimated Days to Complete Assignment	Req CY (Per day)	Req Loads (Per day)	Loads (per day/per trl)	Avg. Trucks (Per day)
Clackamas County, OR	1,000,000.00	2	60	16,667	463	9	51

- *Sectoring*

AshBritt will begin by creating two sectors. The first sector/zone will be east of the Willamette River. Given that 800,000 cubic yards of debris is located east of the river, we will dedicate 41 trucks (80%) of our equipment to this sector/zone.

The second sector/zone will be west of the Willamette River, where the remaining 200,000 cubic yards of debris is. Before deploying equipment to each zone, we will complete a windshield survey to identify any logistical challenges or areas that require specialized equipment. During this survey, we have access to drones, helicopters, off-road vehicles, and other similar equipment to ensure we are able to get a thorough assessment of the areas. AshBritt will have a dedicated Sector Manager for the West Zone and two for the East Zone. The manager will have the authority to coordinate and position crews in each zone that makes up their respective sectors. As discussed below, crews will be assigned to a specific zone within a sector. We will take sectors/zones and divide them into sub-zones using a grid system that incorporates municipalities, neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area. By doing this, AshBritt can further refine the type and size of equipment necessary in each zone. Multiple Crew compositions will be utilized dependent on the needs and location of each zone:

- Grapple truck (1)
- Grapple truck (1), skid steer loader (1)
- Knuckle boom loader (1), dump trucks (3-5) \*
- Front End Loader (1), end dumps (3-5) \*
- Excavator (1), end dumps (3-5) \*

Although all Willamette River bridges are impassable, it is stated in the scenario that one temporary debris storage and reduction site is available at the Barton Stockpile. AshBritt has identified and utilized private sites for temporary debris storage and reduction sites when other public use areas were limited. We can contact local property owners and assist with the permitting process to find additional viable sites in areas where efficiency would be maximized.

AshBritt's trucks will be utilizing the 105, Delta Highway, Franklin Blvd., among other major roads, to transport debris from each sector to the debris sties. Our USACE fire debris removal project in northern California required haul distances where some round-trip times only allowed 1-2 trips per day. AshBritt maximized our ability to transfer material by increasing the number of trucks and utilizing the larger capacity hauling trucks in order to maximize our efficiency. We will utilize the same methods for this project. Once a crew is assigned an east or west sector, they will be assigned a subzone and the respective temporary debris storage and reduction site on the same side of the river.

As the recovery effort progresses, Sector Managers will review and track the daily progress of work to ensure the developed geographic management plan is being followed. They will be proficient in making immediate adjustments in the field to prevent any delays or increase productivity. Our tracking systems have the ability to generate template crew reports that can be referenced to ensure production requirements are being met or if modifications need to be made. With this information, they will be able to make adjustments for the following days' work and develop more long-term work plans.

Sector Managers will be engaged with the County daily to discuss successes and improvement opportunities of operations within each sector. It is essential that communications occur at this operational level, especially when finalizing areas for closeout, which is the final duty of the Sector Manager. A Right Of Way Closeout Plan will be developed based on joint surveys conducted by Sector Managers and the County and may include any number of various authorities.

If AshBritt needs to move debris from the East Sector across the river to the West Sector we can employ barges to transfer debris across the river. This will require a staging area outside of a wetland or



environmentally sensitive area. The trucks will stage debris to be loaded onto the barge, and then the barge will bring the debris across the river. A grapple device will be utilized to unload the debris and reload the debris back onto another truck to be transported to the appropriate TDSRS or final disposal location.

• **Response Plan Timeline**

The Exhibit below functions as a template for response planning for a catastrophic earthquake in Clackamas County, OR. This template highlights all the pertinent data required for initial debris management service mobilization and complies with the requirements of the solicitation.

Pre/Post-Event Countdown		Example Clackamas County Response Plan	Responsible Party
Days	Hours		
<b>Catastrophic Earthquake Impact</b>			
0	1	Notify potential regional and national First Responders (i.e., local standby subcontractors) for activation and deployment	Project Manager (PM), Operations Manager (OM)
0	1	Continue contact with County Debris Manager. Discuss response plan details and confirm initial expectations and responsibilities. Confirm regional and local "rally points" for inbound crews, vehicles, and equipment for East Sector and West Sector.	PM, OM, County Debris Manager (CDM)
0	1	Organize regional and national first-responder teams. Instruct teams to prepare for immediate deployment.	PM, OM
0	4	Arrange for local post-event crew lodging or activate temporary man camp/housing provider. Activate local service and supply accounts.	OM
0	12	Establish "hold points" from the project target point, out of the earthquake impacted area, where personnel and equipment can be staged and brought in a safe manner. Follow established plans or improvise via plans depending on projections.	PM
0	12	Inventory and distribute as needed communication resources: Sat phones, PDAs, cell phones, laptops, GPS units, cameras, safety supplies, badges, ADMS modules, and other individual support equipment. Final check and ready response trailers supplies and materials. Inform first responders of initial resource expectations.	PM, OM, Quality Control Manager (QCM), Env. Health & Safety Manager (SM)
0	16	Inspect and prepare internal equipment, materials, and supplies for transport. Ready prefabricated TDSRS inspection towers for transport. Ready all other anticipated support resources.	CDM, QCM, PM, Support Staff (SS)
1	0	Operations Manager and Project Manager arrive at designated EOC or other location to coordinate and plan with the County.	PM, OM
1	0	Deploy regional and national first-responder crews, personnel and equipment to the pre-identified "hold point(s)."	PM, OM,
1	6	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, light towers, tents, and other projected support equipment/material needs.	PM, OM, SM
1	12	Assist local forces with preliminary damage assessment to determine quantity and composition of recovery resources needed (windshield and flyover, as necessary).	PM, OM, CDM
1	12	Assess damage to pre-identified DMS. Confirm DMS selection and post-storm viability.	OM, SM
1	16	Submit/Approve site plans for development of DMS sites. Submit Quality Control (QC) plans, and Management/Ops plans. Daily QC reporting commences.	OM, CDM

Pre/Post-Event Countdown		Example Clackamas County Response Plan	Responsible Party
Days	Hours		
1	20	Begin baseline testing and development of DMS sites. Open for debris delivery as soon as possible.	SM
2	0	Start to establish a local geographical area management plan, including primary routes, collection zones for crew assignment, DMS locations, dissemination of maps and/or GPS equipment to ensure maximum productivity and safety.	PM, OM, SM
2	12	Maintain contact with Clackamas County Debris Manager and EOC. Receive available updates. Discuss preliminary damage reports.	PM, OM
3	0	Deploy crews, personnel and equipment from "hold point(s)" to pre-determined "rally point(s)" within the affected region/area.	PM, OM
3	0	Receive from the County a list of immediate emergency response and life support needs (tasks) to be supplied (ice, water, power generation, other), as applicable.	CDM, PM, OM
4	0	Debris monitoring company is on-scene and ready to register vehicles in Event + 4 days.	OM, PM, Monitoring Rep
4	0	Begin equipment certification at the rally point(s) to include load volume certification, safety inspection, and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	OM, SM, QCM
4	6	Deploy emergency road clearance crews as directed and tasked by the County. Continuation of certifying recovery crews and sector deployment planning.	PM, OM, County Planning Team
4	10	Collection crew meeting. Set debris collection parameters for the project, truck routes, DMS status, reporting structure, quality control standards, safety concerns, and chain of command.	PM, SM, QCM
4	12	Assign collection crews to areas/zones; ready QC field monitors. Coordination with County personnel. Begin wide-scale debris collection. Have all "documentation systems" primed and in place.	PM, OM, SM, QCM, et al.
4	12	Deployment of wide-scale (debris field monitors), and the QA tower monitors (as additional sites are opened).	CDM
4	12	Deploy Quality Control personnel. Commence quality assurance and compliance program to identify, track, and correct deficiencies. Interface with County Quality Assurance Monitors. Commence and ramp-up wide-scale QC and Safety reporting and distribution.	QCM, CDM
5	0	Push continued; ROW collection ramp-up with emphasis on assessment priorities; DMS operations fine-tuned.	OM, DMS Manager
6	0	Priority emergency road clearance completed; Full mobilization of resources; Continue ROW collection efforts; Begin Hazardous Tree and Stump assessment/removal.	PM, OM, CDM
8	0	Continue assessment, planning, and progress; add additional resources as necessary.	OM, PM, CDM

▪ *Subcontractor Management*

During our Annual Planning and Training with the County, AshBritt will identify, screen, and engage disadvantaged local subcontractors at our sponsored workshops/job fairs. AshBritt has already reached out to multiple subcontractors located within the County in addition to our hundreds of subcontractors registered in the State of Oregon. Having operations starting in Oregon allows AshBritt to establish and strengthen relationships with various local subcontractors that can be utilized at a moment's notice. Given our experience, and extensive history providing these services in the State of Oregon and the U.S., AshBritt feels as though we are uniquely positioned to respond to the County. AshBritt has always



exceeded our contractually obligated goal of local disadvantaged business, including but not limited to: Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VOSB) participation and will maintain this practice if we are awarded the debris removal contract for the County.

▪ *FEMA Public Assistance Knowledge*

AshBritt's Technical Assistance Team has worked as Administrators for bureaus in FEMA and the Florida Division of Emergency Management. They will be able to utilize their knowledge and experience from their previous employers to assist in FEMA Technical issues or questions that may arise. Our Team consists of:

- **Mark Merritt** – Former Deputy Chief of Staff for FEMA
- **Barry Scanlon** – Former Director of Corporate Affairs for FEMA
- **Jim Loomis** – Former Recovery Bureau Chief of Florida Division of Emergency Management (FDEM)

AshBritt has experience with the maintenance process of various emergency management plans at the state level. We will dedicate our specialized personnel to attend planning and training sessions with County staff. AshBritt believes that proper mitigation and preparedness measures save more tax dollars for jurisdictions than any other task in the four phases of Emergency Management.

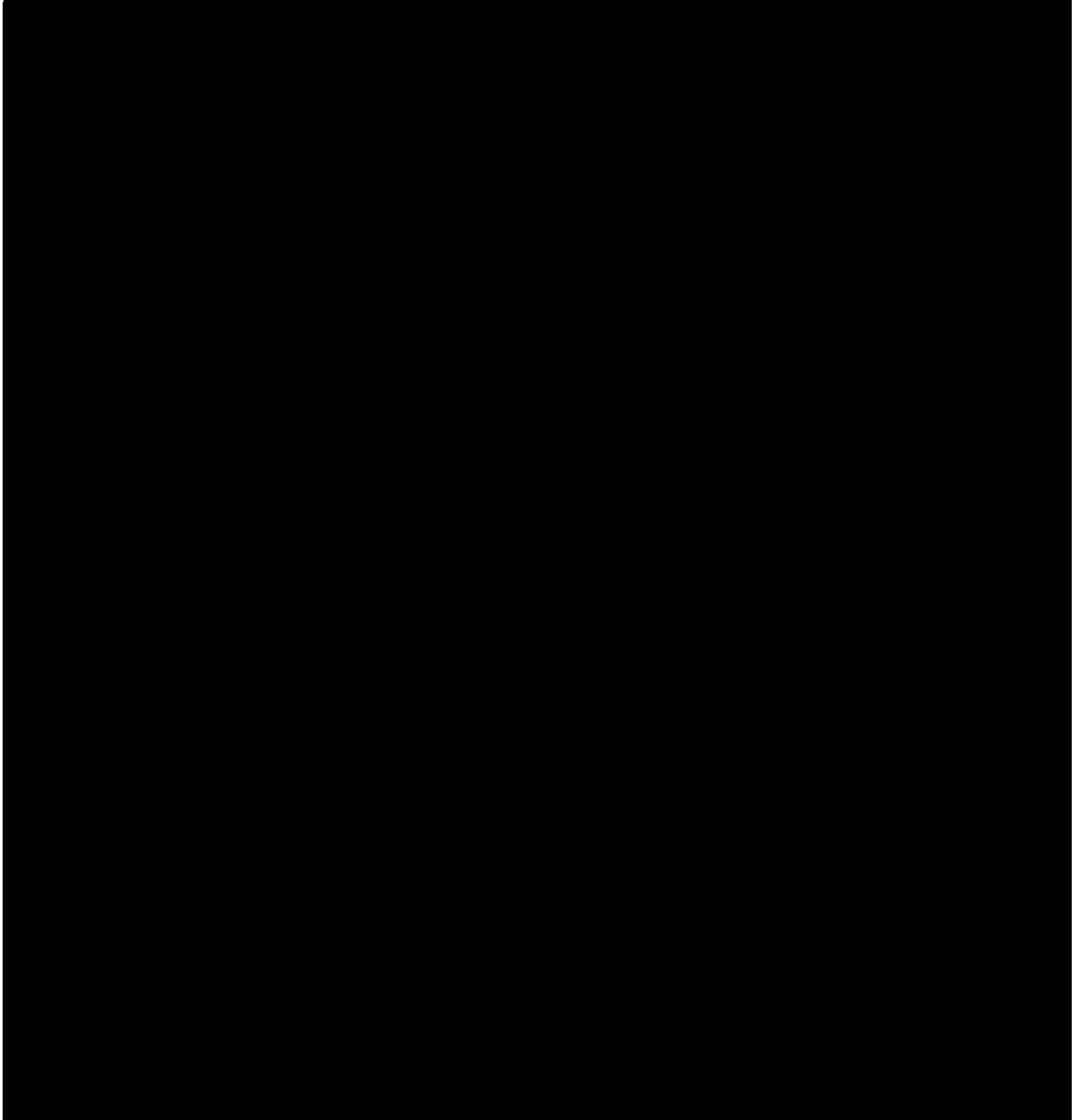
▪ *Safety and Health Considerations*

AshBritt is committed to protecting our employees, clients, and the general public on all disaster recovery projects. This fundamental value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery or debris management operation, and we have an impeccable record as a result. From our organization's beginning with Hurricane Andrew, our safety record has been excellent. **AshBritt's current EMR rating is .72.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total man-hours worked. Additionally, in managing 52 DMS's, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the provided upon request. Our specific Activity Hazardous Analysis (AHA) addresses the possible hazards involved in the project. AshBritt has developed a comprehensive SSHP for employment during any recovery mission. Our SSHP incorporates the aspects necessary to ensure the safety of all employees, clients, and the public.

▪ *Recycling and Beneficial Re-use*

Major catastrophic disaster events such as category 4 and 5 hurricanes will yield massive and unwieldy amounts of debris. When planning for the disposition of disaster debris, it is important to remain environmentally conscious and maximize to the greatest extent possible the diversion of debris from disposal in landfills. With sufficient pre-planning, more options and greater opportunities are made available to recycle or find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources, and potentially reduce overall recovery costs. Upon contract award, AshBritt will further refine its recycling plan and reach out to additional local recycling businesses and other nonprofits to find available markets for recyclable materials. AshBritt is dedicated to assisting the County as a function of our Pre-Planning commitment with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented. AshBritt has pre-established relationships with national and local recycling firms that can be called upon to provide markets for recyclable storm debris

*Tab 5. Fees*













**Daniel Nibouar**  
Interim Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

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

November 4, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the State Homeland Security Grant Agreement #19-214  
Between Clackamas County and the State of Oregon for Shelter Trailers

<b>Purpose/Outcomes</b>	This amendment is the first amendment to agreement #19-214 between Clackamas County and the State of Oregon to extend the current agreement for the procurement of 3 shelter trailers.
<b>Dollar Amount and Fiscal Impact</b>	FY19 SHSP funds under the Clackamas County agreement will remain at \$36,300. There is no increase.
<b>Funding Source</b>	FY19 SHSP grant via the Oregon Military Department, Office of Emergency Management. No general fund dollars involved.
<b>Duration</b>	The agreement is effective from December 3, 2019 and shall end, unless otherwise terminated or extended, on July 31, 2022.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY19 SHSP Agreement on November 7, 2019 agenda item D.1.
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy and Secure Communities by obtaining equipment to enhance sheltering response in the county.
<b>Counsel Review</b>	Approved 10/14/21 AN
<b>Contact Person</b>	Daniel Nibouar –Disaster Management x.3381
<b>Contract No.</b>	N/A

**BACKGROUND:**

The State Homeland Security Grant Program (SHSP) provides funding to support the implementation of risk-driven, capabilities-based, State Homeland Security Strategies to address capability targets. In FY 19, \$36,300 was awarded to Clackamas County to support the procurement of three (3) shelter trailers for Clackamas County. This funding supports the county and sheltering organizations with the equipment to operate a shelter during a disaster.

This amendment supports the procurement, which was delayed due to ongoing response efforts to COVID-19, September 2020 Wildfires, and 2021 Winter Ice Storm events.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Daniel Nibouar, Interim Director

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY PROGRAM  
CFDA # 97.067**

***AMENDMENT #1***

**This is Amendment #1 to Grant Agreement #19-214 effective December 3, 2019, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):**

Section 1: Section 1 is hereby amended as follows:

**Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2019** and ending, unless otherwise terminated or extended, on *[September 30, 2020]* **July 31, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

---

Traci Naile, Operations and Preparedness Section Manager, OEM

Date

---

Signature of Authorized Subgrantee Official

Date



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 28, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Annual Intergovernmental Agreement with Metro to Implement the  
FY 21-22 Annual Waste Reduction and Recycle at Work Program

<b>Purpose/ Outcomes</b>	This IGA provides funding and updates the County's solid waste, waste reduction and recycling work plan for 2021-2022, developed collaboratively each year with Metro. Funds disbursed by Metro under the IGA partially offset the cost of meeting requirements the Regional Waste Plan and Oregon's Opportunity to Recycle Act.
<b>Dollar Amount and Fiscal Impact</b>	The IGA provides \$506,422.00 in funding to the County for FY 20-21. These revenues are budgeted for the fiscal year.
<b>Funding Source</b>	Regional System Fees (from Metro) and County Solid Waste Franchise Fees (within County system).
<b>Duration</b>	July 1, 2021 – June 30, 2022
<b>Previous Board Action</b>	The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.
<b>Strategic Plan Alignment</b>	1. <i>Alignment with the department's Strategic Business Plan goals?</i> Part of Sustainability and Solid Waste's work, in the Livable Communities line of business, is promoting waste reduction, conservation of resources and reduction of carbon emissions through responsible use of materials, while supporting ongoing garbage and recycling collection services. 2. <i>Alignment with County Performance Clackamas goals:</i> Garbage, recycling, and waste prevention efforts support goals to (A) Ensure safe, healthy and secure communities, and (B) Honor, utilize, promote and invest in natural resources, by reducing waste, ensuring responsible use of materials, and supporting the carbon neutral perspective community through better materials management.
<b>Counsel Review</b>	Reviewed and Approved by Counsel: 10/14/21, AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? <i>No</i> 2. If no, provide brief explanation: Item is an IGA
<b>Contact Person</b>	Eben Polk – Sustainability & Solid Waste (DTD) (503) 250-2678
<b>Contract No.</b>	Metro Contract No. 937366

**BACKGROUND:**

Annually Metro and local governments within the tri-county area collaborate to update plans for outreach, education and technical assistance in waste reduction and recycling. This IGA covers FY 21-22 funding and updates the work plan.

This agreement, as with prior Metro IGAs for solid waste, is retroactive in covering the fiscal year. We typically receive the IGA after the start of the fiscal year.

The annual plans are designed to meet the goals and objectives of our Regional Waste Plan which itself implements state policies for the provision of recycling and waste reduction programs. In its role as the lead agency for RWP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 21-22.

In support of the annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities.

This year's funding is \$62 greater than the prior FY and includes the following components:

- (1) \$224,673 – Recycling and waste reduction programs including education and resources for residents and community members. (These funds are allocated in the region proportional to population.)
- (2) \$150,276 - Recycling and waste reduction programs, technical assistance and outreach that serve businesses and workplaces. (These funds are allocated in the region proportional to employee counts.)
- (3) \$131,473 – Support to implement the local business food scraps collection ordinances adopted by Gladstone, Lake Oswego, Milwaukie, Oregon City, West Linn, Wilsonville, and the County for its urban unincorporated area and Happy Valley.

Of the activities in the Regional Waste Plan and local annual plan that meet state requirements under the Opportunity to Recycle Act (components 1 and 2 above), the County meets these responsibilities for its unincorporated areas and the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro. These local agreements ensure that programs and customer service as experienced by residents and businesses, are consistent, efficient, and cost-effective. Attached for reference are the agreements with Cities.

Finally, attached for reference is the Annual Report for FY 20-21, which offers details of the work accomplished using the funds distributed via this IGA. Amidst the COVID-19 pandemic staff found creative ways to continue core programs, including highlights such as:

- Re-orienting to provide business liaison services and emergency hunger relief support within the COVID-19 Emergency Operations Center
- Over 4,900 recycle guides and additional resources provided to 57 multifamily communities
- Mailer to 614 multifamily property managers outlining available services
- Outreach to 240 new businesses on recycling and waste reduction resources
- One-on-one consultations for 29 businesses to promote food donation to local emergency food providers and with 82 businesses supporting their food waste collection efforts
- 445 recycling and waste reductions consultations for businesses
- Recycling Guide postcard sent to all addresses within the county (residential, multifamily, and business) – also included customer satisfaction survey.
- Just over 30% of Clackamas County schools are currently certified as Oregon Green Schools, and 24 youth from nine schools opted to participate in a Youth Task Force on climate change, connecting to the County's climate action plan project.

These efforts align with the essential services provided by our franchised solid waste collectors.



**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners approve and sign the Intergovernmental Agreement with Metro (No. 937366) containing the FY 21-22 work plan and funding.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first name "Eben" and last name "Polk" clearly distinguishable.

Eben Polk, Supervisor  
DTD-Sustainability & Solid Waste

Attachments:

- A. IGA and Work Plan (No. 937366) for BCC Signature
- B. FY 20-21 Annual Report to Metro
- C. City Letters of Understanding for Ongoing Outreach



600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

# Intergovernmental Agreement

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Metro Contract No. 937366

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as “County”, whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2021-22 Metro and Local Government Annual Waste Reduction Plan.

2. Term. This Agreement is effective upon signature of both parties, and will remain in effect through June 30, 2022 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred beginning July 1, 2021.

3. Services Provided and Deliverables. County and Metro will perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in Exhibit A: Scope of Work.

4. Payment for Services. Metro will pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of FIVE HUNDRED SIX THOUSAND FOUR-HUNDRED TWENTY-TWO AND NO/100THS DOLLARS (\$506,422.00) in the manner and at the time designated in the Scope of Work. Metro has appropriated sufficient funds to provide the funding required by this Agreement during the current fiscal year. Funding may be subject to budget adjustments in Metro’s discretion at any time during the term of the Agreement. Grant Funds due after June 30 of any given year are subject to funds being appropriated by the Metro Council. The parties must not interpret this Agreement as a pledge of any source of Metro funds, including but not limited to its ad valorem property taxes, the full faith and credit of Metro, nor any other legally available revenues, taxes or other

# Intergovernmental Agreement

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funds to make the payments described in the Scope of Work. Metro will provide sixty (60) days' written notice to County prior to a budget adjustment that reduces grant funds to the County. If Metro reduces grant funds to the County, the parties may execute an amendment to this Agreement that reduces the County's responsibilities under this Agreement to correspond to Metro's reduction in grant funds.

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County will indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days' notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default will give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. County will comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

# Intergovernmental Agreement

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9. Notices. County and Metro will deliver legal notice provided under this Agreement personally or by certified mail to the following individuals:

**For County:**  
County Counsel  
Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045

**For Metro:**  
Office of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

**For County:**  
Eben Polk  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045

**For Metro:**  
Rosalynn Greene  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless will remain in full force and effect and the offending provision will be stricken.

13. Compliance with Applicable Law. Both parties will comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

# Intergovernmental Agreement

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14. Debt Limitation. This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

15. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party will be responsible for its own attorneys' fees and expenses.

16. Survival. All provisions in Sections 6, 12, 14, 15, and 16 will survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### SCOPE OF WORK

- a) Term: July 1, 2021 to June 30, 2022.
- b) County's responsibilities. County will:
  1. Provide to Metro a copy of County's Resolution, Ordinance, or signature of authorized representative approving this Intergovernmental Agreement including all of its attachments.
  2. Upon request, provide to Metro a copy of the Intergovernmental Agreement or Letter of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
  3. Ensure that by June 30, 2022, the activities specified in this Scope of Work which includes the attached Bridge Plan have been completed.
  4. On or before August 1, 2022, submit a completed report to Metro's Project Manager demonstrating compliance with this Agreement.
- c) Metro Responsibilities. Metro will:
  1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the work under this Agreement.
  2. Provide assistance to County on promotional and educational activities.
  3. Monitor the general project progress and review, as reasonably necessary, County's accounting records relating to project expenditures under to this Agreement.
  4. Provide County with any necessary reporting templates.
- d) Budget and Terms of Payment:
  1. Upon completion of section (b)(1) of this Scope of Work, Metro will pay County \$506,422.00 in one lump sum. County's billing invoices will include the Metro contract number, County name, remittance address, invoice date, invoice number, and line item invoice amounts for each of the program areas listed in d) 2. below. County's billing invoices will be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov). The Metro contract number will be referenced in the email subject line. County's billing invoices for goods and services through June 30 will be submitted to Metro by July 15. Payment will be made by Metro on a Net 30 day basis upon approval of County's invoice.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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2. County will provide services described in this Scope of Work in exchange for the following funding:

Per-capita distribution:

Supports overall implementation of Regional Waste Plan Required Activities, general education, state law and cooperatively-implemented priorities of regional concern.

Barlow	\$71
Canby	\$9,031
Estacada	\$2,119
Gladstone	\$6,268
Happy Valley	\$11,755
Johnson City	\$296
Lake Oswego	\$20,718
Milwaukie	\$10,810
Molalla	\$5,200
Oregon City	\$18,831
Rivergrove	\$268
Sandy	\$6,114
West Linn	\$13,631
Wilsonville	\$13,599
<u>Unincorporated Clackamas County</u>	<u>\$105,961</u>
TOTAL	\$224,673*

\*Rounding affects total.

Employee-count distribution:

Supports implementation of Regional Waste Plan Required Activities for commercial solid waste and recycling programs including business waste prevention, Business Recycling Requirement, multifamily service improvements and state law requirements specific to business and multifamily programs.

Barlow	\$25
Canby	\$6,124
Estacada	0
Gladstone	\$2,870
Happy Valley	\$3,177
Johnson City	\$11
Lake Oswego	\$19,545
Milwaukie	\$12,374
Molalla	\$2,843
Oregon City	\$14,738
Rivergrove	\$19
Sandy	\$3,285
West Linn	\$4,361
Wilsonville	\$18,695
<u>Unincorporated Clackamas Co.</u>	<u>\$62,210</u>
TOTAL	\$150,276*

\*Rounding affects total.



# Intergovernmental Agreement

## Scope of Work – Exhibit A

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Business Food Waste Requirement distribution:

Supports implementation of the Business Food Waste Requirement.

Staffing	\$124,374.00
<u>Supplies</u>	<u>\$7,099.00</u>
Total	\$131,473.00

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### FY 2021-22 Annual Waste Reduction Bridge Plan

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#### OVERVIEW

The purpose of this one-year bridge plan is to begin the transition from work plans and activities developed under the previous Regional Solid Waste Management Plan to those goals and actions in the current 2030 Regional Waste Plan (RWP). Annual work plans and associated contractual agreements between Metro and local governments serve as one of the primary mechanisms for implementation of the RWP.

As the region transitions to a new planning framework, this bridge plan is focused primarily on uninterrupted provision of comprehensive and consistent recycling and garbage services across the region; implementation of new Regional Service Standards for multifamily residents; education, information, and technical assistance programs for residents and businesses about waste prevention, reuse and recycling; and compliance with state law. State and regional regulatory requirements are satisfied through the provision of a wide range of waste prevention and recycling services and the implementation of educational programs and campaigns at both the regional and local levels.

Requirements include those specified in Metro Code Chapters 5.10 and 5.15 and associated administrative rule such as minimum service levels for multifamily households, implementation of the Business Recycling Requirement and the Business Food Waste Requirement. In addition, state law requires Metro, cities and counties to implement a series of waste prevention, reuse and recycling programs (Oregon Revised Statutes 459A and Oregon Administrative Rules Chapter 340-090). Required actions also include those designed to address topics of regional concern. Their effectiveness relies on a cooperative and consistent implementation by Metro and the region's cities and counties. As a condition of annual funding, local governments are required to participate in the development and implementation of these priority programs.

Funding, derived from the Regional Service Fee charged on every ton of waste disposed from the region, is provided by Metro to support local government implementation of the RWP's waste prevention and recycling programs and campaigns to ensure compliance with regional requirements and state law.

This Scope of Work delineates the activities and associated funding for local governments for fiscal year 2021-22.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### FUNDING METHODS AND USE OF FUNDS

The following methods are currently used to calculate funding distributions for this agreement. Funds provided by Metro are to be used solely to implement the activities, programs and services as set forth in this scope of work.

- Per-capita distributions:** Supports overall implementation of RWP *Required Activities*, general education, state law and cooperatively-implemented priorities of regional concern.
- Employee count distributions:** Supports implementation of RWP *Required Activities* for commercial solid waste and recycling programs including business waste prevention, Business Recycling Requirement, multifamily service improvements and state law requirements specific to business and multifamily programs.
- Business Food Waste Requirement distribution** (if applicable): Supports implementation of the *Business Food Waste Requirement* where applicable. Distributed on a per-business technical assistance hours basis plus internal container cost offset for businesses subject to the requirement.

### WORK GROUPS

Local governments will continue to actively participate in work groups in order to collaboratively implement programs and activities in the region as appropriate.

### REPORTING

Local governments will be expected to report on the following. Metro will provide the reporting template.

Reporting Requirement	Format
Demonstrate compliance with Regional Service Standard <ul style="list-style-type: none"> <li>➤ Metro Code Chapter 5.15 and Administrative Rule</li> <li>➤ Residential Service: Actions 10.1, 10.2, 10.3, 10.5 and 10.6</li> <li>➤ General Education: Actions 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3 and 15.1</li> </ul>	Narrative
Business Food Waste Requirement <ul style="list-style-type: none"> <li>➤ Metro Code Chapter 5.15 and Administrative Rule</li> <li>➤ Actions 6.5, 8.1 and 10.1</li> </ul>	FRED quarterly updates Narrative (as currently reported)

# Intergovernmental Agreement

## Scope of Work – Exhibit A

Business Recycling Requirement Compliance ➤ Metro Code Chapter 5.15 and Administrative Rule	Narrative and Excel spreadsheet (as currently reported)
Implementation status of required cooperative regional priorities ➤ Actions 6.2, 6.3, 6.5, 8.1, 8.5, 9.1, 9.3, 15.1	Narrative
ReTRAC hauler reports	Annual reporting (Feb) (as currently reported)
Opportunity to Recycle Report (see Attachment A)	DEQ-issued reporting form (as currently reported)
Regional Waste Plan Indicators (see Attachment B)	TBD
Guidance Activities (if implemented)	Narrative
Individual local government activities (if implemented)	Narrative

### REQUIRED ACTIVITIES

The following activities are required under one or more of the following:

- Metro code and administrative rule;
- state law; and
- cooperative implementation of programs and activities of regional concern.

The requirements are primarily directed at ensuring that comprehensive and consistent recycling and garbage services are provided across the region. They include education, information and technical assistance programs for residents and businesses about waste prevention, reuse and recycling and are a condition of funding.

### **Goal 6: Reduce product environmental impacts and waste through educational and behavioral practices related to prevention and better purchasing choices.**

**Action 6.2:** Provide culturally responsive community education and assistance about the connections between consumer products, people and nature.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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Activities
Provide critical program materials in multiple languages including English, Spanish, Russian, Vietnamese, Simplified Chinese, Korean, and Thai.
Work with culturally specific partners to research and understand barriers and solutions to effective communication.
Form partnerships with Community-Based Organizations to implement culturally relevant engagement programs with communities of color; implement activities that build community-based organization capacity.

**Action 6.3:** Provide and increase accessibility to education and tools to help residents and businesses reduce their use of the single- use products with the greatest negative environmental impacts.

Activities
Work with culturally specific partners to research and understand barriers and solutions to effective communication
Provide residents and businesses with technical assistance, information and tools to reduce the use of single-use products
Create and implement communication plan to promote bag ban.

**Action 6.5:** Assist households and businesses in the adoption of practices that prevent the wasting of food and other high-impact materials.

Activities
Provide technical assistance to food businesses and implementation of business food waste requirement.
Use data to focus efforts on those food business sectors producing the most food.
Support Food Waste Stops with Me campaign through collaborative projects.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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Develop Oregon Food Share Guide for schools to prevent the wasting of Food in partnership with Oregon Food Bank, Oregon Department of Education, Oregon Green Schools, DEQ and EPA.
Work with culturally specific partners to research and understand barriers and solutions to household and business food waste prevention.
Form partnerships with Community-Based Organizations to implement culturally relevant engagement programs with communities of color; implement activities that build community-based organization capacity.
Expand Eat Smart, Waste Less audience and opportunities beyond tabling and adjusting messaging based on recent survey findings on what resonates with target audience.

**Goal 8: Increase the reuse, repair and donation of materials and consumer products.**

**Action 8.1:** Support efforts to ensure that surplus edible food desired by agencies serving communities experiencing hunger in the region is made available to them.

Activities
Provide one-on-one technical assistances to food businesses in a position to donate surplus edible food desired by agencies serving communities experiencing hunger.
Develop and use regionally consistent materials about the why and how of food donation in the region.
Develop and maintain ongoing partnership with food donations agencies of all types and sizes throughout the region.
Enhance local food donation infrastructure by helping build capacity and partnerships for local donation organizations.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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**Action 8.5:** Invest in neighborhood-scale reuse and repair services and infrastructure.

Activities
Create plan for incorporating Repair Fair and repair resources across local governments' programming.

**Goal 9: Increase knowledge among community members about garbage, recycling and reuse services.**

**Action 9.1:** Provide culturally responsive education and assistance for garbage, recycling and reuse services to residents and businesses.

Activities
Use culturally responsive education guidance, when available, to update annual education materials by 2023.
Partner with community-based organizations to create recycling and garbage collateral that can be used across the region and aligns with Recycle or Not and multifamily decals.
Increase outreach and technical assistance to multifamily sector prioritizing underserved communities.
Work with culturally specific partners to research and understand barriers and solutions to effective communication.
Explore expanding Environmental Promoters program to all jurisdictions to engage multifamily residents on recycling contamination reduction and reuse.



# Intergovernmental Agreement

## Scope of Work – Exhibit A

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**Action 9.3:** Ensure that community education and volunteer development courses, such as Master Recycler, are relevant, accessible and culturally responsive to all communities.

Activities
Support capacity building within Master Recyclers.
Form partnerships with community-based organization to designed culturally relevant Master Recycler courses with communities of color; implement activities that build community-based organization capacity
Work with culturally specific partners to research and understand local barriers and solutions to effective communication.

**Goal 10: Provide regionally consistent services for garbage, recyclables and other priority materials that meet the needs of all users.**

**Action 10.1:** Provide comprehensive collection services and supporting education and assistance for source-separated recyclables, source-separated food scraps and garbage, in compliance with state, regional and local requirements, including the Regional Service Standard, Business Recycling Requirement and Business Food Waste Requirement in Metro Code.

Activities
Work towards updating local government code, rule or franchise or license agreements to reflect recently adopted Metro multifamily service standards (Metro Code Chapter 5.15 and associated Administrative Rule).
Implement local government code, rule or franchise or license agreement for business food waste requirement (beginning March 2022).
Continue to monitor and maintain business recycling requirement.
Demonstrate compliance with regional service standards (Metro Code Chapter 5.15 and associated Administrative Rules 5.15 2000-5000).
Provide education and outreach materials to haulers to meet state opportunity to recycle requirements. (See Attachment A)

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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Regularly monitor and review solid waste collection system to ensure compliance with state, regional and local rules and regulations.
Track and report information to Metro to evaluate outcomes of business recycling and food waste requirements.
Provide technical assistance to businesses to support compliance with business recycling requirement and business food waste requirement.

**Action 10.2:** Implement minimum service levels or performance standards for all collected materials for multifamily and commercial tenants.

Activities
Develop implementation plans for the minimum volume and service level requirements for multi-family properties.
Collaborate with Metro and other local governments on efforts to operationalize the requirements.

**Action 10.3:** Implement regional standards for collection container colors, signage and other related informational materials for single-family, multifamily and commercial services.

Activities
Engage with collection companies, property management companies and local housing organizations in order to distribute signage.
Support efforts to operationalize the requirements in jurisdiction.
Actively participate in coordination of regional efforts to install new multifamily signage, prioritizing low-income and diverse communities first.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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**Action 10.5:** Provide regularly occurring bulky waste collection service, with particular emphasis on multifamily communities and lower-income households.

Activity
Participate in local government-led regional planning for multifamily bulky waste program and local bulky waste pilot projects.

**Action 10.6:** Establish standards for collection areas for existing and newly constructed multifamily properties to ensure residents have adequate access to garbage, recyclables and food scraps collection containers.

Activity
Participate in local government-led regional planning for multifamily enclosure standards to determine scope and next steps.

**Goal 15: Improve the systems for recovering recyclables, food scraps and yard debris to make them resilient to changing markets and evolving community needs.**

**Action 15.1:** Implement regionally consistent contamination reduction efforts to improve material quality, including education, sorting instructions, collection equipment changes, and customer feedback methods.

Activities
Incorporated Recycle or Not (RoN) messages and content into existing English and Spanish language recycling education programs and activities.
Align messaging to be regionally consistent with newly created multifamily decals and RoN talking points.
Have quarterly calibrations with Metro Recycling Info Center for materials acceptance and align on public facing names and descriptions.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### GUIDANCE

The following actions reflect a collaborative and coordinated approach among Metro, local governments, community-based organizations and private sector service providers. *While they are not required*, they have been identified by Metro and local governments as priorities.

**Goal 1: Increase engagement of youth and adults historically marginalized from garbage and recycling decision-making by enhancing civic engagement and leadership opportunities.**

**Action 1.1:** Increase representation of historically marginalized community members, including youth, on advisory committees, such as Metro and local government solid waste advisory committees.

**Action 1.3:** Partner with organizations to engage youth in leadership opportunities for social, economic and environmental issues related to garbage and recycling.

**Goal 5: Reduce the environmental and human health impacts of products and packaging that are made, sold, used or disposed in Oregon.**

**Action 5.4:** Advocate for product stewardship legislation and other policy approaches that can achieve the greatest reduction in environmental and human health impacts from products and packaging made, used or disposed in the region.

**Goal 11: Address and resolve community concerns and service issues.**

**Action 11.1:** Provide cultural competence training to customer service representatives at Metro, local governments and collection service providers.

Local government and Metro co-led activity
Identify training and other professional development opportunities for customer service representatives to build skills in de-escalation, unconscious bias, cultural humility and inclusion.

**Goal 14: Adopt rates for all services that are reasonable, responsive to user economic needs, regionally consistent and well understood.**

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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**Action 14.4:** Implement a low-income rate assistance program for residential collection services.

Local government and Metro co-led activities
Form a joint local government/Metro project team to identify options for implementation of local government low-income rate assistance programs.
Project team will develop a project work plan that identifies project purpose, goals, budget and roles and responsibilities for members of the project team.
Project team will identify any specific problems within the local government rate structures that cause insufficient or inequitable access to services, conduct necessary research to gather information and propose effective options that local governments can adopt to reduce or eliminate identified problems.

**Goal 17: Effectively coordinate public and private partners in planning for the impact of disasters on the solid waste system.**

**Goal 18: Ensure routine garbage and recycling collection, processing, transport and disposal operations can be restored quickly following a system disruption.**

**Goal 19: Plan disaster debris response operations to expedite the clearance and removal of debris, making the best use of locally-based services and materials and maximizing recovery.**

Local government and Metro co-led activities
Establish Standard Operating Procedures (SOP) for the group per the Regional Disaster Preparedness Organization (RDPO) guidelines.
Take stock and consider legacy work completed within RWP goal areas.
Select RWP actions for implementation in FY 20-23.
Co-develop work plans to implement selected actions including roles and responsibilities and estimated resource needs.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### COMPLIANCE WITH STATE LAW

Local governments are responsible for ensuring their jurisdiction's compliance with state law (ORS 459A and OAR 340-90). Region-wide programs implemented by Metro serve to fulfill some of the minimum obligations under state law. Metro has been designated by the State as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions will provide data to Metro to assist with this annual reporting responsibility. (See Attachment A)

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Attachment A: State Opportunity to Recycle Requirements

Oregon Revised Statutes 459A and Oregon Administrative Rules Chapter 340-090

#### General Requirements

Requirement
1. Ensure a place for collection source separated recyclables is located at each permitted disposal site or at a more convenient location.
2. Cities with a population of 4,000 or more and all cities within the Metro urban growth boundary must provide on-route collection service for source-separated recyclable materials at least once per month for all collection service customers within city limits and the county must provide that service to customers within the urban growth boundary but outside city limits.
3. The city or county responsible for solid waste management must implement a public education and promotion program that meets the following minimum requirements: <ul style="list-style-type: none"> <li>a. Provide initial notice to all residential and commercial generators of their opportunity to recycle.</li> <li>b. Provide a semi-annual notice of the opportunity to recycle, including: materials collected, collection schedule, material preparation instructions, and why recycling is important.</li> <li>c. Provide educational and promotional materials to local media. Examples would be newspapers, television and radio stations, community groups, neighborhood associations, newsletters, social media, etc.</li> <li>d. Identify an official contact person for recycling education and promotion in the jurisdiction.</li> <li>e. Have a procedure for citizen involvement in the city's education and promotion program. This is usually a solid waste advisory committee or contact person.</li> <li>f. Distribute written recycling information describing how and what to recycle and why it is important to recycle, to disposal site users when site attendants are present.</li> <li>g. Have posted signs at non-attended disposal sites notifying users of materials accepted and hours of operation</li> </ul>



# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Recycling Program Elements

Program Element	Components Local Governments are responsible for (if implementing) <sup>1</sup>	Metro programs that help fulfill this element
a. Residential Recycling Containers	Ensure provision of at least one durable recycling container of 12 gallons or more	
b. Weekly Residential Curbside Recycling	Ensure provision of recycling service on same day as garbage	
c. Expanded Education & Promotion Program	Provide waste prevention, reuse, recycling and composting education and promotion under a Specified Action Program or an Expanded Education and Promotion Plan, including contamination reduction education	Recycling Information Center, <i>Ask Metro</i> , Metro website, regional contamination reduction education plan
d. Multi-Family Recycling	Implement collection program and provide educational and promotional information to multi-family residents	Recycling Information Center, <i>Ask Metro</i> , Metro website
e. Residential Yard Debris and Home Composting	Implement program to collect and compost yard debris and promote home composting	Metro Composting webpage
f. Commercial and Institutional Recycling	Implement program for regular, on-site collection of source-separated recyclables and an education and promotion program	<i>Tools for working on Metro's website; business recycling regional website</i>
g. Expanded Recycling Drop-Off Depots	Establish additional recycling depots according to formula in Oregon Administrative Rules	
h. Collection Rates as Incentives	Establish collection rates for single family customers according to Oregon Administrative Rules	
i. Commercial & Institutional Composting	Implement a system to collect food waste from commercial and institutional entities, promote the program, and encourage food rescue	<i>Tools for working on Metro's website; Food Waste Stops With Me regional website</i>
j. Required Recycling, Large Commercial Generators	Implement a program that requires large commercial generator to source-separate recyclables and provide education and promotion	<i>Tools for working on Metro's website; business recycling regional website</i>

<sup>1</sup> Local governments do not have to implement all program elements. Local governments are responsible for selecting which program elements they wish to implement based on the criteria and minimum number of elements required in statute.

# Intergovernmental Agreement

## Scope of Work – Exhibit A

k. Residential Food Waste Collection & Composting	Implement a program for on-route collection of food waste from residential customers and provide education and promotion	
l. Construction & Demolition Debris Recovery	Provide waste reduction and reuse education to C&D generators and promote regional program	Enhanced Dry Waste Recovery Program; <i>Construction Salvage &amp; Recycling toolkit</i> , online <i>Guide to construction salvage and recycling</i>
m. Required Food Waste Collection, Large Non-Residential Generators	Implement a food waste collection program requiring large nonresidential generators to source-separate food waste for recovery and provide education and promotion	Business Food Waste Requirement

### Waste Prevention Education and Reuse Elements

Program Element	Local Government programs	Metro programs
A. General Waste Prevention and Reuse Education and Promotion	Annual Waste Reduction Program; other waste prevention education and reuse outreach	<i>Ask Metro</i>
B. Residential Waste Prevention Campaign	<i>Eat Smart, Waste Less</i>	Toxics reduction outreach
C. Commercial Waste Prevention Campaign	<i>Food Waste Stops With Me</i>	<i>Food Waste Stops With Me</i>
D. School Education Program	Clackamas County School Programs & Gresham Recycle at School	Metro's youth education programs
E. Funding or Infrastructure Support for Reuse, Repair, Leasing or Sharing Efforts		Metro Investment & Innovation Grants
F. Technical Assistance Program to Promote Reuse, Repair, Leasing or Sharing Efforts	Support and promotion of repair fairs, tool lending and other repair activities; distribution of Construction Industry Salvage and Recycling Toolkit	Earth Advantage partnership; <i>Construction Industry Salvage and Recycling Toolkit</i> ; Metro Recycling Information Center and website

# Intergovernmental Agreement

## Scope of Work – Exhibit A

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G. Food Rescue Program	Oregon Food Bank partnership, Donation Mapping Tool and Food Waste Stops With Me	Oregon Food Bank partnership, Donation Mapping Tool; and <i>Food Waste Stops With Me</i>
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# Intergovernmental Agreement

## Scope of Work – Exhibit A

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### Attachment B: Regional Waste Plan Indicators Reporting

The following table contains an initial list of Regional Waste Plan indicators and examples of data needs Metro proposes to further develop with local governments in FY 2021-22. The list will be finalized as staff from cities, counties and Metro initiate work on shared implementation of the 2030 Regional Waste Plan’s measurement framework and as Metro staff receives further direction from Metro Council, Metro Council’s advisory committees and/or other stakeholders.

<b>Indicator description</b>	<b><i>Examples of data/assistance needed from local governments</i></b>
Number, geographic location, and demographics of youth reached through education programs	Data from jurisdictions with school education programs
Calls, web hits and community survey responses	Number of web hits to solid waste pages; number of calls related to solid waste services by type (schedule, complaints, etc.); number of users of <a href="#">garbage reminder/ReCollect</a> tools, if using
Demographics of committee members serving on local government solid waste advisory boards	Information from those jurisdictions with solid waste advisory boards
Share of jurisdictions that offer a low income rate assistance program for residential collection services.	Yes/No

Regional Waste Plan

2020-21 End-of-Year Report for Annual Program Tasks

June 14, 2021

Introduction and Instructions

FY 2020-21 was a challenging period due to the unexpected and dramatic impacts of COVID-19 as well as local wildfire emergencies. Metro recognizes that the implementation of many programs requiring in-person interactions were impossible for a significant portion of the fiscal year. In addition, reduced regional and local budgets and staffing resources also affected the breadth and depth of programs and activities able to be undertaken.

Using the tasks in your jurisdiction’s approved plan submitted for the 2020-21 fiscal year, populate the tables below--note where tasks were halted or not implemented due to COVID-19 restrictions or other events. **Alternately, the reporting columns may be added to approved plans and submitted in lieu of this reporting template as long as all reporting requirements in this form are addressed.**

Annual reports documenting efforts completed and financial accountability by local governments must be submitted to Metro no later than **August 1, 2021**.

Jurisdiction: Clackamas County Contact: Eben Polk

I. Required Elements

**NOTE: All references to the *Regional Service Standard* in this reporting form are for the standards in effect prior to the adoption of the new Metro Code chapters 5.10 and 5.15 and associated administrative rules in the spring of 2021.**

Regional Service Standard: Single Family Residential

1. Have there been any changes to collection frequency or container sizes during FY 2020-21? If yes, note changes in the table below. If no changes, table may be left blank.

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size		Alternative Program Approved	Resid FW
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural		

Single Family Outreach and Education

PLAN TASKS				REPORTING
Content	Audience	Distribution Method	Frequency	Comments
Provide information regarding waste prevention, reuse, recycling, and composting.	All waste generators		At least 4x/yr	
<p>ClackCo Newsletter (Countywide newsletter reaching every mailing address and PO box. Two issues are anticipated for FY20-21.)</p> <p>1 ad or article addressing contamination priorities identified in the regional Contamination Reduction Education Plan (CREP) and <i>Recycle or Not</i> website</p> <p>2 Recycle Guide</p> <p>1 Depot List</p> <p>1 ad or article promoting reuse (e.g. Metro Paint, local reuse resources, repair at home, etc.)</p> <p>1 ad or article promoting composting</p> <p>1 ad educating about Household Hazardous Waste (HHW) disposal</p> <p><i>If the public health situation allows:</i></p> <p>1 ad promoting the Master Recycler course</p>	All county addresses	Mail	2x/yr	<p><a href="#">November 2020</a></p> <p>1 article promoting Recycle or Not and the Recycle or Not Instagram.</p> <p>1 Recycle Guide</p> <p>1 Depot List</p> <p>1 article promoting reuse through community online forms such as the Buy Nothing Project</p> <p>1 ad educating about Household Hazardous Waste (HHW) disposal</p> <p>1 ad promoting ReCollect</p> <p><a href="#">May 2021</a></p> <p>1 Recycle Guide</p> <p>1 Depot List</p> <p>1 article promoting backyard composting</p> <p>1 ad promoting the plastic-padded envelope Recycle or Not star trash</p> <p>1 ad promoting ReCollect</p> <p>1 article promoting the Leaders in Sustainability business program</p> <p>Public Health Situation did not allow for:</p> <p>1 ad promoting the Master Recycler course</p>
Offer ads, articles and recycling guide used within ClackCo Newsletter to member cities to include within their own publications, if desired.	Cooperative member cities	Mail, Online	2x/yr	<p>Nov offered:</p> <ul style="list-style-type: none"> <li>- Wilsonville - redesigned their recycle guide</li> <li>- Milwaukie</li> <li>- Estacada – used RoN ad</li> </ul> <p>May offered:</p>

				- All cities, libraries, and haulers
Postcard providing recycling information.	All county addresses	Mail	1x/yr	Mailed March 2021 – also included customer satisfaction survey
Bill Insert providing recycling information.	Garbage & recycling customers	Mail or electronic	1x/yr	Bill insert promoting Recycle or Not and the Recycle or Not Instagram account included in bills between January and March. Automatic and paperless billing could go to their online account and view insert, or was attached to online bill as PDF (varied based on billing system).
Multifamily Property Manager Mailer – reminder about Opportunity to Recycle requirements, service standard, and resources/services available. <i>(This is included in this section because the state requirement for providing information, as identified above, includes all waste generators—this complements bill inserts.)</i>	All multifamily property managers and owners	Mail	1x/yr	Mailer sent February 2021 to 614 communities.
Recycle Guide and Depot List available to all cooperative member cities and collectors for new customers as stated in our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Available to both audiences in the following languages: English Spanish Russian* Vietnamese* Simplified Chinese*	New and existing garbage customers; Cooperative member cities; Online users	Mail, Online, In-person (if possible)	Throughout the year	Recycle Guide and Depot List available to all <a href="#">online</a> .  <b>4,159</b> Recycle guides printed and given to haulers  Additional <b>1,900</b> hauler specific recycle guide and collection resources provided to haulers.



Korean* Thai* (*Recycle Guide available but not Depot List in this language)				
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators		Annually	
1 virtual event, or a series of virtual events, that cover the topics of waste prevention, reuse, recycling, and/or composting.	Online users	Online	1x/yr	Virtual Presentations: <ul style="list-style-type: none"> <li>- 4 Recycling</li> <li>- 3 Green Cleaners</li> <li>- 1 Food Waste Prevention</li> <li>- 2 Other</li> </ul> An additional virtual event, a repair fair, was planned but cancelled.
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New customers			
Recycle Guide and Depot List will continue to be provided to all cooperative city members and collectors for distribution to new customers per our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Recycle Guide and Depot List are available in the following languages: English Spanish Russian*	New and existing garbage customers; Cooperative city members; Online users	Mail, Online, In-person (if possible)	Throughout the year	Recycle Guide and Depot List available to all <a href="#">online</a> .  Cities and haulers emailed in May 2021 to remind them of our printed recycling resources and recycling resources online, encouraging them to link to it.

Vietnamese* Simplified Chinese* Korean* Thai* Recycle Guide available but not Depot List)				
Recycle Guide, webpages, and/or bill Insert/post card provides information on the benefits of recycling.	New and existing garbage customers; Online users	Mail, Online, In-person (if possible)	Throughout the year	Statewide goals for materials management and the 2050 Vision for Materials Management in Oregon provided on our <a href="#">website</a> .
<b>Outreach and Education that Exceeds the Minimum Service Standard</b>				
<b>Content</b>	<b>Audience</b>	<b>Distribution Method</b>	<b>Frequency</b>	
<b>Recycling</b>				
Recycle Guide and relevant handouts/webpages will be updated to reflect the regional CREP, including promotion of <i>Recycle or Not</i> message as appropriate.	Staff	n/a	n/a	<a href="#">Recycle Guide webpage</a> updated to reflect RoN language and incorporate designs from the regional MF project.  <a href="#">Printed Recycle Guide</a> for publications updated to reflect and align with the regional MF project.
Review outreach materials provided by collectors for accuracy.	Staff	n/a	1x/yr	Project postponed as materials were updated for regional consistency. Project will pick back up in 21-22 by approaching collectors with new and customized outreach materials for them to use.
Review outreach materials provided by member cities for accuracy.	Staff	n/a	1x/yr	Project postponed as materials were updated for regional consistency. Project will pick back up in 21-22 by approaching cities with new and customized outreach materials for them to use.
4 or more city/community newsletters provide recycling information to	Community members	Mail and/or electronic	1x/yr	Cities, libraries, and haulers provided May Trash Talk and several social media posts for

include in their own publications.				their use. These cities/collectors used them/requested more: <ul style="list-style-type: none"> <li>- Jan/Feb Boons Ferry Messenger (their own recycle guide)</li> <li>- Estacada – Social Media RoN post</li> <li>- Gladstone (their own recycle guide)</li> <li>- Sandy Public Library</li> <li>- Molalla</li> <li>- Waste Management</li> </ul>
4 or more Facebook, Twitter, or Nextdoor posts about recycling contamination and/or proper recycling.	Online users	Online	4x/yr	9 posts ( <a href="#">1</a> , <a href="#">2</a> , <a href="#">3</a> , <a href="#">4</a> , <a href="#">5</a> , <a href="#">6</a> , <a href="#">7</a> , <a href="#">8</a> , <a href="#">9</a> ) on recycling contamination and/or proper recycling, totaling 38,657 Impressions and 2,428 Engagements.
1,000 up-to-date Recycle Guides with Depot lists distributed. <i>NOTE: Depot lists and related outreach and education at events currently encourages plastic film take-back opportunities.</i>	Community members	Collection companies, online, etc.	Throughout year	4,159 Recycle guides printed and given to haulers  Additional 1,900 hauler specific recycle guide and collection resources provided to haulers.
Recycle Guide available in 7 languages online (English, Spanish, Russian, Vietnamese, Simplified Chinese, Korean, Thai)	Community members	Collection companies, online, etc.	Available year-round	Recycle Guide and Depot List available to all <a href="#">online</a> .
1 or more Facebook, Twitter, or Nextdoor posts about the redemption of deposit containers.	Online users	Online	1x/yr	1 post ( <a href="#">1</a> ) about Bottle Drop, totaling 1,489 Impressions and 24 Engagements.
1 or more Facebook, Twitter, or Nextdoor posts to promote each featured contaminant outlined by CREP during the targeted timeline.	Online users	Online	1x+/yr for each item	0 posts on the Star Trash. Featured contaminants were covered in other ways.
<b>Backyard Composting</b>				
1 or more links to composting resources on our website.	Online users	Online	Available year-round	4 <a href="#">links</a> to composting resources.
<b>Reuse and Waste Prevention</b>				

<b>1 or more</b> Facebook or Twitter posts about wasting less food.	Online users	Online	1x/yr	2 posts ( <a href="#">1</a> , <a href="#">2</a> ) on wasting less food at home totaling 6,106 Impressions and 87 Engagements.
<b>3 or more</b> ESWL virtual presentations.	Community groups	Virtual event	Available year-round	1 virtual Eat Smart, Waste Less presentation
<b>3</b> Farmers Markets offered content to include in their newsletters and Facebook pages about wasting less food.	Farmers Market subscribers	Online	Summer	The Milwaukie, Canby, and Oregon City Farmers Markets offered an article on food waste prevention. There was interest from the Milwaukie Market to include in their Facebook page, but it has not happened.
<b>2</b> links to food preservation and rescue resources provided on our website.	Online users	Online	Available year-round	1 <a href="#">link</a> to food preservation resources for residential audiences.
<b>1 or more</b> Facebook, Twitter, or Nextdoor posts about opportunities and resources to reduce waste and encourage reuse.	Online users	Online	1x/yr	0 posts on (non food related) waste reduction and reuse.
<i>The reuse/prevention item listed below will only happen if the public health situation allows.</i>				
<b>1 or more</b> Repair Fairs.	Event goers	In-person	3x/yr	Public Health situation did not allow for this action.
<b>Master Recycler Support</b>				
<b>10 or more</b> volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.	Master Recyclers	Virtual event	10x/yr	<b>16+</b> volunteer opportunities arranged/offered to Master Recyclers for fulfillment of their payback hours.
<b>3 or more</b> presentations topics available to Master Recyclers.	Master Recyclers	Virtual event	Available year-round	3 presentation topics were provided to Master Recyclers: <ul style="list-style-type: none"> <li>- Recycling</li> <li>- Green cleaners</li> <li>- Wasted food</li> </ul>
<b>1</b> refresher event for Master Recyclers to ask questions and get up-to-date information.	Master Recyclers	Virtual event	1x/yr	Master Recycler “Happy Hour” events held 1x/mo, November 2020 – March.

1 volunteer appreciation event OR a series of virtual gatherings.	Master Recyclers	Virtual event	1x/yr or more	Master Recycler “Happy Hour” events held 1x/mo, November 2020 – March.
Explore other ways to show our appreciation to active Master Recyclers (rewards/recognition program, etc).	Staff	n/a	n/a	No development due to staff time (though MRs were very happy for the Happy Hours and time to connect).
While respecting the added stress many community groups are experiencing during the pandemic, and acknowledging that many of the community groups we’d like to work with are on the responding front lines, explore partnerships with community groups interested in a community designed Master Recycler course.	Staff	n/a	n/a	Talks started with Coffee Creek Correctional Facility about a 2022 Master Recycler class.
<i>Those Master Recycler actions below will only happen if the public health situation allows.</i>				
1 ad in ClackCo Quarterly, Facebook, Twitter, Nextdoor, e-newsletters, website, 4 city/community newsletters promoting the Master Recycler course.	All county addresses, online users	Mail, online	1x/yr per outlet	Public Health situation did not allow for this action.
1 Master Recycler course hosted in the county each year.	Master Recyclers	In-person	1x/yr	Public Health situation did not allow for this action.
4 staff presentations given during the Master Recycler course.	Staff	In-person	1x/yr	Public Health situation did not allow for this action.
<b>Toxicity Reduction</b>				
Explore a partnership with Sheriff’s Office, WES, and Public Health to develop a joint webpage for disposal of unwanted medication and sharps.	Staff	n/a	n/a	No movement due to staff capacity.
3 green cleaner presentations.	Online users	Virtual event	4x/yr	2 virtual Green Cleaner presentations

1 or more Facebook or Twitter posts promoting the use of green cleaners and/or the proper disposal of toxics.	Online users	Online	1x/yr	3 posts ( <a href="#">1</a> , <a href="#">2</a> , <a href="#">3</a> ) on HHW totaling 24,037 Impressions, 1,942 Engagements
Information on Metro South's Hazardous Waste Facility included on our Recycle Depot list and website.	Staff	n/a	n/a	Can see Recycle Depot list <a href="#">here</a> . Can see website <a href="#">here</a> .
Information on Drug Take Back boxes included on our Recycle Depot list and website.	Staff	n/a	n/a	Can see Recycle Depot list <a href="#">here</a> . Can see website <a href="#">here</a> .

### Regional Service Standard: Multifamily Residential

Describe how you met or exceeded the multifamily recycling service standard.

Our multifamily recycling program accepts all of the materials outlined in Metro Code Chapter 5.10.230(b) – mixed recycling and glass.

- Multifamily communities can add yard debris service for an additional fee.
- Some multifamily communities have the option to add food only service for an additional fee, some can include food scraps in their yard debris service, but most do not have either.
- We assist multifamily property managers in getting used motor oil picked up when found on-site.

Under the new multifamily recycling service standard, we have begun checking service levels and continue to enforce our code as it relates to inadequate service volumes.

We further met or exceeded the recycling minimum service standard as follows:

- Multifamily communities have no-less-than weekly collection.
- We conducted site evaluations of multifamily communities on a drop-in and pre-scheduled basis to confirm the presence of bins for all streams, as well as provided technical assistance (**170+** received outreach, education, and/or technical assistance; annual goal: **100+** communities).
- We provided signage and decals for our staff and collection companies to use to clearly mark collection bins and enclosure areas, as needed.
- We worked with property managers and collectors to start/re-start mixed recycling and/or glass service at communities we found were missing service.

### Multifamily Outreach and Education

Using the table below, demonstrate how you met the multifamily outreach and education service standard. Include any outreach that exceeds the standard.

Content	Audience	Distribution Method	Frequency	Comments
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Provide information regarding waste prevention, reusing, recycling, and composting.	All existing waste generators		At least four times per calendar year	
ClackCo Newsletter – provide a variety of articles around waste reduction and recycling (see SF section for details)	All county addresses	Mail	2x/yr	<a href="#">November 2020</a> <a href="#">May 2021</a> (See SF section for details)
Recycle Guide Postcard (with garbage and recycling company survey to offer all customers an opportunity to provide feedback about service)	All county addresses	Mail	1x/yr	Mailed March 2021 – also included customer satisfaction survey
Bill insert providing recycling information. [NOTE: though bill inserts don't reach typical multifamily residents, this action is identified across all our program areas for consistency.]	Garbage & recycling customers	Mail or electronic	1x/yr	Bill insert promoting Recycle or Not and the Recycle or Not Instagram account included in bills between January and March. Automatic and paperless billing could go to their online account and view insert, or was attached to online bill as PDF (varied based on billing system).
Recycle Guide and Depot List available online in the following languages: English Spanish Russian* Vietnamese* Simplified Chinese* Korean* Thai* (* Recycle Guide available but not Depot List)	Online users	Online	Throughout the year	Recycle Guide and Depot List available to all <a href="#">online</a> .  <b>4,159</b> Recycle guides printed and given to haulers  Additional <b>1,900</b> hauler specific recycle guide and collection resources provided to haulers.  Additional guides provided to businesses, multifamily communities, schools, etc.



Offer ads, articles and recycling guide used within ClackCo Newsletter to member cities to include within their own publications, if desired.	Cooperative member cities	Mail, Online	2x/yr	Nov offered: <ul style="list-style-type: none"> <li>- Wilsonville - redesigned their recycle guide</li> <li>- Milwaukie</li> <li>- Estacada – used RoN ad</li> </ul> May offered: <ul style="list-style-type: none"> <li>- All cities, libraries, and haulers</li> </ul>
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators		Annually	
1 virtual event, or a series of virtual events that cover the topics of waste prevention, reuse, recycling, and/or composting.	Virtual participants	Online	1x/yr	Virtual Presentations: <ul style="list-style-type: none"> <li>- 4 Recycling</li> <li>- 3 Green Cleaners</li> <li>- 1 Food Waste Prevention</li> <li>- 2 Other</li> </ul>
Provide waste reduction and recycling educational and promotional information designed for and directed toward the residents of multifamily dwellings. Reminding residents of the opportunity to recycle, including the types of materials accepted and the proper preparation of the items.	Multifamily residents		As frequently as necessary to be effective in reaching new residents and reminding existing residents.	
Provide waste reduction and recycling resources: <ul style="list-style-type: none"> <li>• MF-specific Recycle guides*/depot list</li> <li>• Recycle magnet</li> <li>• Reusable recycling bags (750 bags)</li> <li>• Brochures (HHW, sharps, film, e-cycles, etc.)</li> </ul>	Multifamily residents	In-person, remotely, electronic (via property managers and owners)	Throughout the year	<ul style="list-style-type: none"> <li>- <b>4,918</b> recycle guides delivered to <b>57</b> communities</li> <li>- <b>1,416</b> recycle magnets delivered to <b>32</b> communities</li> <li>- <b>1,565</b> bags delivered to <b>27</b> communities</li> <li>- <b>1,431</b> bulky, e-cycles, ESWL and/or film flyers distributed to <b>15+</b> communities</li> <li>- Shared recycling video link with <b>60</b> communities</li> </ul>

<ul style="list-style-type: none"> <li>Virtual resources (videos, infographics, etc.)</li> </ul> <p>...directly to residents and/or Green Teams or via property managers at move-in and at lease renewals at <b>150+</b> multifamily communities.</p>				<ul style="list-style-type: none"> <li>E-newsletter opened by <b>161</b> communities</li> <li>Resources shared with <b>170+</b> communities</li> </ul>
Update signage (decals, posters, signs) in recycling areas to identify proper bins and indicate accepted items at multifamily communities where requested or identified as needed (i.e. existing decals are damaged, faded or missing) during a site visit. Regional signage will be used once it is available.	Multifamily residents and staff	In-person	Throughout the year	<ul style="list-style-type: none"> <li><b>33</b> communities received updated signage: <ul style="list-style-type: none"> <li><b>352</b> decals</li> <li><b>28</b> indoor posters</li> <li><b>126</b> outdoor signs</li> </ul> </li> <li><b>4</b> communities received the updated multifamily signage during the fall and spring pilots</li> </ul>
<b>Those listed below will only happen if the public health situation allows.</b>				
<p><i>Attend at least <b>25</b> Multifamily Community Events</i></p> <ul style="list-style-type: none"> <li><i>Door-to-door outreach</i></li> <li><i>Presentations (Reduce-Reuse-Recycle, ESWL, Green Cleaners, etc.)</i></li> <li><i>Tabling at pool parties</i></li> <li><i>Other community events</i></li> </ul>	<i>Multifamily residents</i>	<i>In-person</i>	<i>Throughout the year</i>	<ul style="list-style-type: none"> <li><b>23</b> communities participated in the following <b>13</b> events: <ul style="list-style-type: none"> <li><b>2</b> PM gatherings</li> <li><b>9</b> door hangers</li> <li><b>2</b> virtual recycling presentations</li> <li><b>1</b> virtual ESWL presentation</li> </ul> </li> </ul>
Provide waste reduction and recycling educational and promotional information designed for and directed toward multifamily property owners and managers.	Multifamily owners and managers		At least annually	

Send Multifamily Property Manager Mailer – reminder about Opportunity to Recycle requirements and service standard, resources/services offered, and encourage to self-score their trash/recycling set-up per the County’s property-level grading rubric – to <b>600+</b> multifamily communities’ billing addresses and site address (if on-site office).	All multifamily property managers and owners on file	Mail	Annually	- Multifamily mailer sent to <b>614</b> communities (27 returned) on 2/8/21
Quarterly multifamily property manager e-newsletter - deliver to <b>275+</b> email addresses – includes waste reduction and recycling reminders, hints, and tips (content can be copied and used in community newsletters to residents).	Multifamily property managers and owners	Electronic (MyEmma)	Quarterly	- <a href="#">Summer/Fall '20</a> edition sent 8/20/20 to <b>276</b> recipients - <a href="#">Special wildfire/RSS</a> edition sent 9/24/20 to <b>280</b> recipients - <a href="#">Fall/Winter '20</a> edition sent 11/10/20 to 277 - <a href="#">Winter/Spring '21</a> edition sent 2/17/21 to <b>282</b> recipients - <a href="#">Spring/Summer '21</a> edition sent 5/18/21 to <b>293</b> recipients
Outreach and Education that Exceeds the Minimum Service Standard	Audience	Distribution Method	Frequency	
Provide technical assistance and/or resources to <b>50+</b> multifamily communities that have not received assistance in the past two years.	Multifamily property managers and owners	In-person	Throughout the year	- Provided resources and/or technical assistance to <b>71</b> communities that had not received assistance in the past two years.
Promote the County’s MF grading system – encourage <b>30+</b> PMs to self-score their on-site garbage and recycling set-ups to identify	Multifamily property managers or owners	Mail, Online, In-person	Throughout the year	- Promoted our MF grading system: - In annual MF mailer to <b>614</b> communities

opportunities for improvement. Continue to share lessons learned and integrate/update as regional standards warrant.				<ul style="list-style-type: none"> <li>- In e-newsletter to <b>282</b> recipients</li> <li>- On our <a href="#">MF webpage</a></li> <li>- At <b>2</b> MF PM gatherings</li> <li>- Offered incentive of \$100 garbage credit</li> <li>- Received self-scores from <b>17</b> communities</li> </ul>
Offer Plastic Film Collection – when a property manager is interested, set up a collection bin for plastic film that staff/residents/Green Team can then take back to a store for recycling.	Multifamily property managers, owners, residents	In-person	Throughout the year	<ul style="list-style-type: none"> <li>- Confirmed <b>5</b> communities continuing to collect film on-site</li> <li>- <b>1</b> community started collecting film to return to stores</li> </ul>
Track and ensure equitable assistance to low-income communities as identified by the state “Affordable Housing Inventory in Oregon” database.	Multifamily property managers, residents	In-person	Throughout the year	<ul style="list-style-type: none"> <li>- Outreach this FY: <ul style="list-style-type: none"> <li>- <b>34%</b> of ClackCo MF communities on Oregon’s Affordable Housing Inventory</li> <li>- <b>17%</b> of ClackCo MF communities</li> </ul> </li> <li>- Outreach in last 2yrs: <ul style="list-style-type: none"> <li>- <b>56.2%</b> of ClackCo MF communities on OAHI</li> <li>- <b>32.7%</b> of ClackCo MF communities</li> </ul> </li> </ul>
Multifamily workshop/forum - promote technical assistance, services, and resources for staff and residents at <b>2</b> local or multi-jurisdictional gathering, via Zoom; brainstorm MF solutions (bulky waste, waste reduction, education, etc.).	Multifamily property owners or managers; possibly management companies & portfolio managers	Virtually	2x/yr	<ul style="list-style-type: none"> <li>- Held <b>2</b> MF PM Gatherings via Zoom <ul style="list-style-type: none"> <li>- Offered \$50 garbage credit for participation</li> <li>- Promoted in e-newsletters (<a href="#">9/24/20</a> &amp; <a href="#">2/17/21</a>), annual mailer (2/8/21), postcard (4/5/21), webpage, emails</li> </ul> </li> <li>- 11/12/20 – <b>6</b> participants</li> </ul>

				<ul style="list-style-type: none"> <li>representing <b>6</b> communities</li> <li>- 4/22/21 – <b>7</b> participants representing <b>8</b> communities</li> </ul>
Share regional multifamily contacts flyer in <b>all (4)</b> quarterly multifamily property manager e-newsletter.	Multifamily property managers	E-newsletter	At least 1x/yr	<ul style="list-style-type: none"> <li>- Shared regional MF contacts flyer in all <b>5</b> MF e-newsletters: <ul style="list-style-type: none"> <li>- <a href="#">Summer/Fall '20</a></li> <li>- <a href="#">Special wildfire/RSS</a></li> <li>- <a href="#">Fall/Winter '20</a></li> <li>- <a href="#">Winter/Spring '21</a></li> <li>- <a href="#">Spring/Summer '21</a></li> </ul> </li> </ul>
Conduct design review for trash/recycling enclosures per our Zoning and Development Ordinance for new multifamily construction and multifamily tenant improvement projects.	Multifamily owners & property managers	Electronically	Throughout the year	<ul style="list-style-type: none"> <li>- SSW staff participated in enclosure design review for <b>6</b> MF communities <ul style="list-style-type: none"> <li>- <b>2</b> existing</li> <li>- <b>2</b> design review</li> <li>- <b>2</b> pre-app</li> </ul> </li> </ul>
Support an AmeriCorps member to collaborate with and provide resources/services to <b>25+</b> multifamily communities located in target census tracts (high-density low-income or non-English speaking).	Multifamily property managers, owners, residents	In-person or remotely	Throughout the year	<ul style="list-style-type: none"> <li>- AmeriCorps Member conducted <b>2</b> site visits each at all <b>23</b> target communities, plus an additional <b>12</b> low-income communities</li> <li>- Provided resources to <b>8</b> communities</li> </ul>
<i>Those listed below will only happen if the public health situation allows.</i>				
<i>Bulky Waste Pilot – Work with interested property managers and collection companies to test regular bulky waste collection at multifamily communities that will help inform future multifamily bulky waste collection.</i>	Multifamily property managers, owners, residents	In-person or remotely	1x/yr	<ul style="list-style-type: none"> <li>- MF bulky waste pilot started <b>5/1/21</b> (to 8/31/21), weekly pick-up <ul style="list-style-type: none"> <li>- <b>2</b> control properties (<b>630</b> residents, no outreach)</li> <li>- <b>4</b> test communities (<b>482</b> residents, outreach)</li> </ul> </li> </ul>
<i>Promote reuse (book exchange, swap event [one-time or ongoing], garage sale, off-site donation vs disposal,</i>	Multifamily property managers	E-newsletter; In-person	Throughout the year	<ul style="list-style-type: none"> <li>- Reuse was promoted at <b>19</b> communities</li> <li>- <b>5</b> communities have ongoing, on-site reuse options</li> </ul>

etc.) at <b>50+</b> multifamily communities.				<ul style="list-style-type: none"> <li>- Reuse was promoted in the <a href="#">Summer/Fall</a> (general reuse) and <a href="#">Spring/Summer</a> (shipping materials) editions of the MF e-newsletter (opened by <b>100+</b> communities each)</li> </ul>
Promote Repair Fairs – send emails to local multifamily communities about <b>3+</b> upcoming repair fairs in their neighborhood (info/flyers provided to share with residents).	Multifamily property managers	Email	Throughout the year	<ul style="list-style-type: none"> <li>- Repair Fairs did not happen, as the public health situation did not allow for them to happen.</li> <li>- <b>1</b> virtual repair fair attempted, but did not happen.</li> </ul>
Support an AmeriCorps member to give presentations or participate in interactive events about Reduce-Reuse-Recycle, ESWL, Green Cleaners at <b>10+</b> multifamily communities.	Multifamily property managers, owners, residents	In-person or remotely	Throughout the year	<ul style="list-style-type: none"> <li>- AmeriCorps Member participated in <b>1</b> wasted food prevention presentation with participants from three HACC communities.</li> </ul>
Incentivize <b>4</b> Master Recyclers to adopt-their/a-multifamily-community with a \$250 stipend to be used to promote waste reduction and recycling (e.g. purchase bags, provide food at an event, create a Green Team, etc.).	Master Recyclers (multifamily residents or neighbors)	In-person or remotely	Throughout the year	<ul style="list-style-type: none"> <li>- The opportunity was presented to Master Recyclers, but garnered no interest.</li> </ul>

## Regional Service Standard: Businesses

Describe how you met or exceeded the business recycling service standard.

Each jurisdiction in Clackamas County offers at-least-weekly collection of commercial mixed recycling (including paper, cardboard and plastic bottles, jugs, and round containers (6 oz. or larger), and metal cans) and glass recycling as standard for cart and container service.

## Business Outreach and Education

Using the table below, demonstrate how you met business outreach and education service standard. Include any outreach that exceeds the standard.

PLAN TASKS				REPORTING
Content	Audience	Distribution Method	Frequency	Comments
Provide information regarding waste prevention, reusing, recycling, and composting.	All existing waste generators		At least four times per calendar year	
<ul style="list-style-type: none"> <li>ClackCo Newsletter provide a variety of articles around waste reduction and recycling (see SF section for details)</li> </ul>	All county addresses	Mail	2x/year	<a href="#">November 2020</a> <a href="#">May 2021</a> (See SF section for details)
Post card providing recycling information.	All county addresses	Mail	1x/yr	Mailed March 2021 – also included customer satisfaction survey
Bill Insert providing recycling information.	Garbage & recycling customers	Mail or electronic	1x/yr	Bill insert promoting Recycle or Not and the Recycle or Not Instagram account included in bills between January and March.
Recycle Guide and Depot List available online in the following languages: <ul style="list-style-type: none"> <li>English</li> <li>Spanish</li> <li>Russian*</li> <li>Vietnamese*</li> <li>Simplified Chinese*</li> <li>Korean*</li> </ul>	New and existing garbage customers; Cooperative member cities; Online users	Throughout the year		Recycle Guide and Depot List available to all <a href="#">online</a> .  <b>4,159</b> Recycle guides printed and given to haulers.



<ul style="list-style-type: none"> <li>• Thai*</li> </ul> <p>(* Recycle Guide available but not Depot List)</p>				<p>Additional <b>1,900</b> hauler specific recycle guide and collection resources provided to haulers.</p> <p><b>240</b> new business customers received printed recycle guides and depot list and recycling poster.</p> <p>Additional guides provided to multifamily communities, schools, etc.</p>
<b>Outreach and Education that Exceeds the Minimum Service Standard</b>				
Content	Audience	Distribution Method	Frequency	
Offer ads, articles social media content, and recycling guides used within ClackCo Newsletter to member cities to include within their own publications, if desired.	Cooperative member cities	Mail, Online	2x/yr	<p>Nov offered:</p> <ul style="list-style-type: none"> <li>- Wilsonville - redesigned their recycle guide</li> <li>- Milwaukie</li> <li>- Estacada – used RoN ad</li> </ul> <p>May offered: All cities, libraries, and haulers.</p>
<b>10+</b> Social media posts (Facebook, Instagram, Twitter, Nextdoor) about recycling contamination, proper recycling, waste reduction, deposit containers, green cleaners, ESWL, FWSWM, free support, etc.	Online users		Throughout the year	Shared over <b>60</b> social media posts on solid waste, 9) recycling and contamination reduction ( <a href="#">1</a> , <a href="#">2</a> , <a href="#">3</a> , <a href="#">4</a> , <a href="#">5</a> , <a href="#">6</a> , <a href="#">7</a> , <a href="#">8</a> , <a href="#">9</a> ), and waste reduction topics including information on Bottle Drop ( <a href="#">1</a> ), Business Assistance, 2) wasting less food ( <a href="#">1</a> , <a href="#">2</a> ), service, e-waste, 3) HHW ( <a href="#">1</a> , <a href="#">2</a> , <a href="#">3</a> ), and more.
Update signage (decals, posters, signs) in recycling	Workplaces	By request	Throughout the year	We performed enclosure checks at <b>35</b>

<p>areas to indicate accepted items at <b>100+</b> businesses through in-person visits (safe-distance) and mailings. In-person visits will emphasize outdoor and non-contact work such as review of enclosures and containers for contaminants. Education to staff will happen virtually or over the phone.</p>				<p>businesses, re-stickered <b>12</b> external recycling containers, and mailed <a href="#"><i>Wait don't recycle that!</i></a> flyer and BRR letter to <b>50</b> businesses identified as high contaminators. We connected with <b>10</b> businesses in response to contamination found in enclosure checks.</p> <p>Public Health Situation did not allow for: We didn't reach the number of businesses we wanted to and didn't have a chance to take this outreach to the next level of scheduling staff presentations, likely due to the pandemic.</p>
<p>Workplace trainings and presentations – offered virtually online or through videoconference</p>	<p>Workplaces - Virtually</p>	<p>Virtual</p>	<p>By Request Throughout the year</p>	<p><b>5</b> business recycling/wr presentations, reaching roughly 70 staff members. Hosted <b>2</b> online, live recycling presentations (lunch time and evening).</p>
<p>E-newsletters: Deliver to <b>300+</b> email addresses</p>	<p>Workplaces</p>	<p>Online</p>	<p>Quarterly</p>	<p>Sent <b>12</b> newsletters – reaching 35-40% of the average 1,000 participants. Topics included: Garbage/recycling guidance, promotion of assistance available/survey of needs, single-use service options, Styrofoam recycling options, Earth Day actions, Climate Action Plan update, RoN contamination (to-go container reminder), Leader in Sustainability</p>

				promotion of recent members, BRR reminder.
One community or media event to promote waste prevention, reuse, recycling, or composting.	All waste generators		Annually	
See Single-Family residential section action for a virtual event	Online Users		1x/year	See SF/MF residential section for virtual event details.
Host a (virtual) gathering for businesses to network and learn from each other, and learn more about waste reduction, prevention, reuse, recycling, and/or composting.	Workplaces	Virtual	1x/year	Hosted <b>2</b> open invitation, virtual recycling presentations for workplace staff to come learn and ask questions. Discussed some waste reduction strategies.
Provide a packet of educational materials that contains information listing the materials collected for recycling, the schedule for collection, the proper method of preparing materials for collection, and an explanation of the reasons to recycle.	New customers			
Recycle Guide and Depot List will continue to be provided to all cooperative city members and collectors for distribution to new customers per our Code/Administrative Rules. Recycle Guide and Depot List also available online, and we encourage cities and collectors to link to our online resources on their own webpages. Recycle Guide and Depot List are available in the following languages: <ul style="list-style-type: none"> <li>• English</li> <li>• Spanish</li> </ul>	New and existing garbage customers; Cooperative city members; Online users	Mail, Online, and email follow-up	Throughout the year	We distributed <b>250</b> hard copies of the Recycle Guides/Depot List. Many more were emailed or downloaded from our order form that were distributed more broadly to staff via email.

<ul style="list-style-type: none"> <li>• Russian*</li> <li>• Vietnamese*</li> <li>• Simplified Chinese*</li> <li>• Korean*</li> <li>• Thai*</li> </ul> <p>(* Recycle Guide available but not Depot List)</p>				
New and Existing Business Notification Letters and follow-up calls/visits: E/Mail <b>250+</b> letters to new and existing businesses that have not received assistance in the past two years.	Workplace owners/managers	Mail, Email	Throughout the year	Mailed <b>240</b> letters, and followed up with <b>150</b> of these businesses through direct calls or email.
Recycle Guide, webpages, and/or bill Insert/post card provides information on the benefits of recycling.	New and existing garbage customers; Online users	Mail, Online	Throughout the year	Statewide goals for materials management and the 2050 Vision for Materials Management in Oregon provided on our <a href="#">website</a> .

### Business Recycling Requirement

Demonstrate compliance with the business recycling requirement by completing the table below.

Required Action	Local Government Program
Establish a method for ensuring business compliance with the requirement.	We receive leads on new businesses from a variety of sources including, city business license data, new account information from franchised collectors, local chambers and observations in the field by technical assistance staff. Our New Business Protocol includes mailing/emailing a notification letter requesting verification of compliance in online survey, following up via a phone call, reviewing survey results, and following up with phone verification.
Exempt businesses from compliance.	The County or a city may exempt a business that provides access to county technical assistance staff and demonstrates, in the determination of the County or a city that they cannot comply. At present there are no such formal exemptions in place.
Send notice to businesses outlining the requirements and how to receive assistance.	Clackamas County sends a New Business Letter to any identified new business throughout the county with the exception of the City of Estacada. The letter describes the business recycling requirements, directs businesses to complete an online survey to identify their compliance, offers education on what

	is recyclable (and common contaminants), and offers resources and assistance for compliance. The letter is followed up with a call to go over compliance, and reminder email with the same information in the initial letter.
Enforcement method.	With the exception of Estacada, which has not adopted a Business Recycling Requirement, each jurisdiction in Clackamas County is responsible for enforcement. If multiple technical assistance attempts fail after a business is notified, then Clackamas County technical assistance staff would prepare and submit information about the compliance situation with the county or city code enforcement staff, and city staff representing solid waste and recycling issues. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions. At present there are no enforcement cases.
Report to Metro.	There were <b>240</b> businesses notified and <b>0</b> compliance actions taken.

### Revised Business Food Waste Requirement

*Local governments will provide a group letter to Metro detailing a regional approach that local governments propose for the Business Food Waste Requirement implementation plan no later than July 1, 2021.*

**Interim Regional Consideration** - While we continued to be responsive to any food generating business that wanted food scraps collection service, there was no shortage of work to support food waste reduction and donation efforts. Due to the COVID-19 pandemic, food assistance organizations are seeing unprecedented demand for their services, alongside challenges in sourcing food. They have also been impacted by changes in Oregon Food Bank's Fresh Alliance grocery donation program and new localization model. This has presented increased opportunities to divert excess food through our local food assistance organizations with technical assistance on food storage education, bulk purchasing, centralized distribution models, and more. In light of the official policy delay, we recommended that all jurisdictions provide a more intense focus on food donation. Metro agreed with this approach, so local governments focused our technical assistance on food donation until Covered Businesses are able to operate under pre-COVID systems and are ready to incorporate a new mandate into their operations. See narrative section below.

Collectively, as a region we focused on these objectives:

- **Support food retailers** to donate food that is desired by food rescue agencies by pairing them with local donation agencies, updating and sharing donation information and online materials to help recruit and educate businesses about donation.
- **Support local donation agencies** and infrastructure to source potentially wasted food and food from other sources by pairing appropriate businesses with donation agencies,

share information and work to better understand needs and support high priority donation infrastructure needs.

- **Support each other** on CWG with shared learning and group support

Additionally, in collaboration with our city partners, we achieved the following during 2020-21 to prepare for the business food waste requirement:

**Ordinance update:** We advised jurisdictions to consider updating the dates in their code or reference Metro's Administrative rule for implementation period.

**Implementation planning:** We revised an implementation plan approved by city partners and with input from our franchised garbage and recycling collection companies, along with regional implementation jurisdictions. As we approach March 2022 more conversations will happen.

**Staffing:** Carlina Arango continues to be part of our business outreach team. She is a fluent Spanish speaker and writer. She is providing general business support and building relationships with Hispanic and Latino-owned businesses and organizations that are supporting the Latino community. She has helped us tremendously in translating many of our outreach materials, notification letters, and webpages into Spanish, as well as build relationships.

**Outreach and education materials:** Working with regional peers and within our own team we updated our outreach materials for our food waste efforts. We have a draft notification letter, general food scraps poster, three step how-to three guide (developed regionally with LEP in mind), food waste tracking tools (English/Spanish), food waste reduction overview flyer, donation contact info sheet and handout, and resource guide for separating food scraps. We will continue translating and revising materials as needed.

**Data tracking:** We participated in and supported the ongoing development and testing of data collection for our Salesforce database and reporting elements for Metro. We helped develop a regional training manual for food waste data entry and FRED reporting.

*Narrative Report covering all FY 2020 to 2021:*

### **Successes**

*Brief narrative of program successes in providing technical assistance to businesses on food waste prevention, donation of edible surplus food and food scraps collection.*

#### *Food Waste Prevention*

We now have food waste tracking tools to provide businesses, along with case statements to share with a business what their peers in their industry are doing. These tools, along with new information from REFED showing the impacts of specific practices, validate these outreach efforts and are just what we need as we begin having further conversations with large generators. Getting businesses to put in the time and effort will be the biggest challenge. We attempted to have two large institutions use the new tracking materials, however only has tracked their waste.

#### *Food Donation*

***With food assistance programs:***

- Completion of a survey of food assistance programs’ needs and the changes they experienced during COVID-19. This information gathered, greatly enhanced our understanding of the increased food need in Clackamas County while continuing to highlight the areas where the county could better support our communities need for food during disaster response
- We continue to nurture our relationships with Clackamas County food rescue agencies, providing them with resources and assistance beyond our initial effort of gathering information. We continue exploring opportunities for collaboration and expansion.
  - Invited 60+, 13 programs attended, partnership with public health and social services, co- facilitated with Estacada Food Bank.
  - Hosted a food assistance virtual gathering to highlight the various programs the county currently has working on various angles of food assistance. This provided some background knowledge to food assistance programs throughout the county, outlined opportunities for funding, and informed the county about areas for improvement and support
- Approached Hispanic markets about donation and food sales to local food assistance programs, to better serve Latinx families
  - Clackamas Service Center continues to make twice monthly purchases of culturally valuable food from The Villas Market.
- Outreach and support for the Emergency Operations Center (EOC) to connect food assistance programs to resources and information during COVID-19, wildfires, and the ice storm.
- Involvement and support of EOC food box.

***Pairing and connecting with businesses:***

- We provided donation information to **29** food-generating businesses to verify current donation program or connect them to a donation partner.
- Supported the connection and on-going relationship between the EOC and Bridging Cultures, providing their community of Latinx families with 100+ food boxes weekly.
- Oregon Food Bank is trying their first hub-and-spoke model of food distribution with several of the food assistance programs and Costco. Pantries considerations were incorporated into this model.
- Connected Fresh Alliance retail partners: Target, Fred Meyer - Johnson Creek, and Safeway – Gladstone with donation agencies: Turning Point and Milwaukie 7th Day Adventist.

***Food Scraps Collection***

We provided consultations on food scraps collection to **82**, shared information about upcoming requirements with new food generators, and checked in with our current participants.

Below is a summary on the number of businesses reached during each of these efforts and list of large generators we connected with on the upcoming requirements:

Engagement with businesses	
Summer check-in	12
New businesses informed	21
Direct Marketing Group 1	25
New food scraps separation participants	3

Grocers

Bobs Red Mill Natural Foods - Store



Costco Wholesale – Clackamas  
Costco Wholesale - Wilsonville  
Fred Meyer – 82<sup>nd</sup> Dr, Oak Grove, Happy Valley, Johnson Creek, Oregon City, Wilsonville  
Natural Grocers  
Safeway - sunnyside, Damascus, Milwaukie Webster, Milwaukie 41<sup>st</sup>,  
Trader Joe's - 82nd Ave  
Villas Market Hispanic Groceries  
Walmart – McLoughlin  
Winco – 82<sup>nd</sup> Ave, Oregon City  
US Food Chef's Store – Clackamas, Wilsonville

Institutions (including retirement communities)

Kaiser--Sunnyside Medical Center (Main)  
Clackamas Town Center Mall

Restaurants

Dave and Busters  
California Pizza Kitchen  
Margarita factory  
Shari's  
The Cheese Cake Factory

Processors

Imperfect Produce  
Gabriano Distribution

Property Management Companies

Gramor  
Brookfield  
Geneva Equities

**Challenges**

*Brief narrative of program challenges in providing technical assistance to businesses on food waste prevention, donation of edible surplus food and food scraps collection.*

Donation of Food

**For food assistance programs:**

- Food pantries and donors were greatly impacted by the COVID-19 pandemic, having to completely change (and in some cases end) their relationships.
- Oregon Food Bank's shift in operations for the Fresh Alliance Program placed the transportation of food on their food assistance partner agencies. This was challenging due to stretched capacity and altered service models during the pandemic for the pantries. This also likely lead to excess food waste at the participating donor sites.
- Remote conversations and connections with pantries continues to be challenging, as they prefer in person conversations.

**For a business:**

- Perceived liability issues continues to be a main concern for the food service industry. Concerns and confusion about the safety and acceptability of prepared foods, persist.
- Banner grocery stores seem less concerned about liability issues because the product is still raw, packaged, and sealed. However, this past year showed large gaps in their efforts around disaster and resiliency plans.
- Overall, there continues to be transportation challenges especially moving large quantities of donations to a donation partner.

### Food Scraps Collection

We didn't provide much active engagement on food scraps collection service, and primarily responded to requests for assistance. However, some challenges are present including several communities in Clackamas County do not have food scraps service available for commercial food scraps collection yet. In these areas, we have not provided a lot of outreach to food establishments because of this. In other parts of the county, we have engaged with the same group of businesses since 2016, or earlier and know a good number of them are waiting for the mandate to take effect. Additionally, the economic shock to all food industry businesses has caused major disruption in the industry.

## II. Business Technical Assistance and Outreach

### Business Recycling Requirement

Provide a narrative that demonstrates the following:

1. Local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.
2. Local jurisdiction has an effective strategy for targeting and recruiting businesses for technical assistance.
3. A description of the compliance program for the Business Recycling Requirement.

Business technical assistance and Business Recycling Requirement compliance, referred to here as the Recycle at Work program, is implemented through Clackamas County's Sustainability & Solid Waste Program. The program provides technical assistance to businesses on waste prevention, reuse, recycling, food waste reduction, toxics reduction and resource conservation. Commercial food waste technical assistance is included in our general support to businesses as the two are not viewed as separate by businesses.

In FY 20-21 business recycling technical assistance and BRR compliance was staffed by four staff, at approximately 2.5 FTE, all of whose primary duties and responsibility are commercial technical assistance and BRR compliance. In August, we surveyed businesses to learn how we could continue supporting them in their sustainability efforts during the public health crisis and economic shock from COVID-19. Based on these survey results and valuable ideas from outreach staff we shifted our offerings to digital options to continue providing technical assistance (over the phone, video conference, email, or at a safe distance outside at a business) in the adoption of waste reduction and sustainability practices and Business Recycling Requirement compliance services to businesses. Three (2 directly and one in a support role) of the business advisors provided valuable support to the activated Clackamas County Emergency Operation Center in response to the global public health crisis ensuring the County provided for the safety and protection of the people it serves. These staff provided coordination and information sharing to address food insecurity and sharing of COVID-19 related information such as grant

opportunities, up –to-date OHA and Governor’s Orders, PPE availability, food redistribution, etc. with the broader business community, especially Spanish-speaking community members, CBOs, and businesses.

In addition, Metro resources help fund an additional staff person who is focused on development of food waste reduction in the commercial sector, including food donation, compost enrollment and food waste reduction. This staff person also coordinates commercial enclosure design review.

Our strategy to target and recruit businesses for technical assistance is multi-faceted: We track assistance by city to ensure a fair share of our effort is directed to each community. We generate leads through new businesses licenses reported by cities, new customer lists from franchised collectors, building permit applications in unincorporated areas, site visits, area chamber of commerce, community partners, e-newsletters to targeted audiences, and advertisements in print publications such as the county’s newsletter or city communication channels, when available. We also developed two campaigns to target certain industries to lure their interest in our service. This year we focused on 50 businesses who had not heard from us in the past 2 years and businesses identified as being high contaminators. Additionally, we advertise and recruit for participation in our green business certification program, Leaders in Sustainability (LiS). We feature certain businesses that are models for others on social media, in written publications and occasionally in videos.

We use our database and the County’s performance measurement program called Performance Clackamas to track consultations and BRR compliance.

Compliance with Business Recycling Requirements (BRR) ultimately rests with the local jurisdiction in which a business’s address falls. Clackamas County Sustainability & Solid Waste supports business compliance in unincorporated Clackamas and participating incorporated cities by providing technical assistance and notification to businesses we encounter that do not meet the requirement. Such businesses, and new businesses in the community, receive a letter outlining their requirements under BRR. Businesses that are not recycling according to a local government’s requirement and do not accept assistance may be referred to the city or county’s code compliance program. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

This year staff sought out and encountered businesses that were not aware of or set up with recycling or meeting BRR requirements. We continue to share these details with new/ongoing businesses, verify compliance, and address gaps where noticed to bring them into compliance.

Our approach of connecting with businesses directly about the requirements proactively yields results. With thousands of businesses subject to BRR and constant change and turnover in systems, it is not surprising that ongoing outreach makes a difference in minimizing contamination and supporting recovery. We occasionally encounter businesses where recycling service is incomplete— proper containers have been misplaced, repurposed or lost, or simply needed education. For example, we encountered some businesses who were only recycling cardboard, such as Clackamas Town Center and Harder Mechanical Contractors. We found others that lacked a glass container or cart and didn’t know this was an option or containers that were poorly labeled causing confusion for staff using the bins.

Complete the following table listing specific efforts completed during fiscal year 2020-21.

<b>Recycle at Work Annual Outreach Plan</b>	<b>Reporting</b>
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Target audience, goals, and outreach strategy	Planned Efforts	Completed Efforts/Notes
Government Facilities (required)		
<p><b>Internal:</b></p> <ul style="list-style-type: none"> <li>• Ensure internal Business Recycling Requirement compliance, updating signage at waste stations and recycling centers, as needed and buildings reopen to staff.</li> <li>• Provide recycling refresher trainings at staff meetings upon request (possibly via Zoom).</li> </ul>		<ul style="list-style-type: none"> <li>• The buildings observed during this fiscal year were BRR compliant. We also provided updated signage in areas that were needed.</li> </ul>
	<ul style="list-style-type: none"> <li>• Develop a phased, multi-year strategy to certify all County departments in Leaders in Sustainability (LiS).</li> <li>• Draft county-wide policies that address LiS requirements.</li> </ul>	<p>Due to the global COVID-19 pandemic, closure of most county buildings, and two other emergencies in Clackamas County this FY we did not address this action.</p>
<ul style="list-style-type: none"> <li>• Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair (if this event happens or takes a different format) and other all-county communications.</li> </ul>		<p>We provided <b>38</b> weekly updates to County employees with topics ranging from planning your meals, planting natives, replacing hazardous waste with non-toxic alternatives, composting food waste, repair instead of buying new, green cleaners, recycling right, and many others. These articles are being incorporated into web content.</p> <p>The Wellness, Safety, and Sustainability Fair did not happen this year due to concerns of gathering large groups due to the global health crisis.</p>
<p><b>External:</b></p> <ul style="list-style-type: none"> <li>• Collaborate with City partners to share recycling and waste prevention resources internally and externally. <ul style="list-style-type: none"> <li>○ Work with city partners to refresh BRR efforts.</li> <li>○ Work with city partners on updating webpages with recycling information and the free support available.</li> </ul> </li> </ul>		<ul style="list-style-type: none"> <li>• We shared recycling and waste reduction content with cities, libraries, and haulers. <ul style="list-style-type: none"> <li>○ Worked with staff in Milwaukie and Lake Oswego to enhance their internal BRR efforts. We refreshed their internal signage, shared educational materials with staff, and included content for onboard training.</li> <li>○ Continue to audit partner website for updates and will continue working with them on enhancements.</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>○ Share recycling and waste reduction social media posts with city partners.</li> </ul>	<ul style="list-style-type: none"> <li>○ Shared articles and recycling guides and information with cities, libraries and haulers in Nov and May. <ul style="list-style-type: none"> <li>- Estacada – used RoN ad</li> <li>- Gladstone included recycle guide in community paper</li> <li>- Milwaukie used recycle guide</li> <li>- Sandy public library distributed recycle guide</li> <li>- Wilsonville sent recycle guide in Boones Ferry messenger</li> <li>- Waste Management</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• City partners exemplify leadership in recycling and waste prevention business operations.</li> </ul>	<ul style="list-style-type: none"> <li>• The cities of Milwaukie and Lake Oswego are actively working through the best practices on the <i>Leaders in Sustainability</i> checklist to enhance their operational efforts. Lake Oswego certified their City Hall at the gold level in June 2021 completing a minimum of 55 best practices. Other cities are including content in their community papers, social media posts and on their websites.</li> </ul>
<ul style="list-style-type: none"> <li>• Work with <b>2</b> public agencies, beyond a city partner, to reduce waste.</li> </ul>	<ul style="list-style-type: none"> <li>• Coffee Creek Correctional Facilities recertified as a Gold level Leader in Sustainability and will be the next host site for an upcoming Master Recycler class. We did not get a chance to work with any other public entities as intended due to the public health crisis.</li> </ul>
<p><b>New Businesses (required)</b></p>	
<ul style="list-style-type: none"> <li>• <b>Lead generation and partnership building</b> – maintain a strong network of leads that help us find out about new businesses. <ul style="list-style-type: none"> <li>• Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, and Chambers of Commerce) to identify new businesses. Mail letters and provide direct outreach to these businesses identified. <ul style="list-style-type: none"> <li>○ Connect with <b>250</b> businesses on BRR compliance.</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• We notified <b>240</b> businesses of BRR and free support through our lead sources, and followed up with <b>150</b> of those letters to verify compliance. We are continuing to connect with the remaining after the fiscal year ended.</li> </ul>

<ul style="list-style-type: none"> <li>• Collaborate and develop information to include in our partner’s new business packets and have them link to our requirements webpage or remain stocked on informational flyers.</li> <li>• Identify and strengthen partnerships with organizations (examples including Energy Trust of Oregon, water providers, CCC Small Business Program) to help identify new leads.</li> </ul>	<ul style="list-style-type: none"> <li>• We connected with <b>6</b> Chambers of Commerce’s, <b>2</b> Business Alliances, and attended bi-monthly community partner meetings with municipal economic development staff and community organizations where we shared informational about our services, provided links to our order form, and directly followed up with to provide links to resources for them to include in their newsletters. We will have a suite of new materials to distribute in 21-22.</li> <li>• We continue to meet annual to collaborate with ETO and PGE. We connected frequently this past year with MESO and CC SBDC, and occasionally checked in with PPRC and water providers. We received several leads through these channels.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Existing business education efforts –</b> <ul style="list-style-type: none"> <li>• Provide assistance (mostly through email and phone consultations) to <b>700</b> businesses.</li> <li>• Maintain or reestablish relationships with PMs to educate staff and keep recycling streams clean. Provide them with free technical assistance and resources.</li> <li>○ Connect <b>2</b> x/yr with property management companies and request e-trainings for their staff.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• We provided <b>445</b> recycling and waste reduction consultations to <b>375</b> unique businesses during 2020-21. This <i>does not</i> include the # of new business letters sent, open rates for our e-newsletters, <b>115</b> additional interactions we had providing food waste reduction assistance, COVID support or collaboration with the network of food assistance programs. This is strictly Maintenance - recycling and waste reduction assistance to a business. See <b>Technical Assistance Report</b>.</li> <li>• We sent <b>2</b> e-newsletters to property managers (September and June). Each newsletter resulted in several requests for assistance for internal bins for tenants, consultations exploring additional sustainability measures, or setting up food scraps service.</li> <li>• We (e)mailed 65 businesses where our last interaction was in 2013 or earlier. We included a reminder</li> </ul>

<ul style="list-style-type: none"> <li>• Target <b>50</b> businesses we haven't connected with in over 2 years about BRR and our free assistance through mailings, and phone or email follow-ups.</li> <li>• Include recycling information in a bill insert to all commercial garbage customers.</li> </ul>	<p>about BRR and free assistance we offer, recycling education guides to send to staff, and posters to hand in common areas.</p> <ul style="list-style-type: none"> <li>• Bill insert promoting Recycle or Not and the Recycle or Not Instagram account was included in bills between January and March.</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Marketing efforts –</b> <ul style="list-style-type: none"> <li>• Maintain updated content on website.</li> </ul> </li> <li>• Utilize social media, paid and earned media advertising, mailings, partner's events, cold calling and e-newsletter content to drive traffic to our website and to inform business on waste reduction and recycling practices, and informing them about our technical assistance and free support. <ul style="list-style-type: none"> <li>○ Aim for <b>25%</b> open rate</li> </ul> </li> <li>• Expand case statements and testimonials, highlighting best practices in waste reduction and recycling to share with businesses.</li> </ul>	<ul style="list-style-type: none"> <li>• We refreshed our <a href="#">general recycling</a>, <a href="#">local requirements</a>, <a href="#">Leaders in Sustainability</a>, and <a href="#">web order form</a>. We have drafts that are ready to be launched for our new food waste reduction pages, a landing page for Spanish speakers tailored with information by audience specific information for business topics such as recycling requirements, líder en sostenibilidad, and food waste reduction.</li> <li>• We distributed more digital content last year due to limitations in other delivery methods. We sent <b>12</b> e-newsletters that reached over 1,000 people each edition with an open rate of <b>35-40%</b>. We shared information on green cleaners, recycle right, contamination reduction featuring RoN star trash and compostable to-go items, promotion of the RoN game, featured sustainable best practices, highlighted how to choose single-use service ware, and more.</li> <li>• We continue to expand our suite of materials featuring businesses in Clackamas County and their best practices. Our new collateral features testimonials from businesses and features a success story. Regionally (for FWSWM efforts) Mentor Graphics and Rose Villa's food waste reduction efforts are highlighted in case statements.</li> </ul>
<p>Target Businesses that are Underserved or Underrepresented (optional)</p>	



- Develop relationships with organizations already working with the underserved community.

- Several of our business advisors served time in our County Emergency Operations Center during the pandemic, which accelerated our relationships with CBO's and organizations working with underserved communities. Due to many of our pre-existing relationships and pre-established communication channels, in preparation for the upcoming food waste requirement and past equity work, we were able to shift from providing general sustainability outreach to more relevant COVID-related topics such as food insecurity, food sourcing, food donation, supply and equipment redistribution, and more. We worked closely with; **MESO** doing outreach to Latino-owned businesses, shared information to pass on to their customers, presented at an online event promoting recycling and sustainability service, and passed referrals to each other. We connected with **5** businesses from their referral. **Bridging Cultures / NW Family Service** coordinated to provide information to Latino-owned businesses. Provided outreach to about **30** Spanish-speaking businesses in collaboration with **NWFS. Clackamas Community College Small Business Development Center**, we provided a bilingual (English/Spanish) presentation and sustainability practices guide to a bilingual construction course. About **15** attendees. **LatinoBuilt**. Began collaboration on future efforts to share information with their staff and businesses membership regarding our technical assistance and sustainability practices for the construction industry. Connected with other organizations providing business support such as **Clackamas Workforce Partnership**, a network of

	<p><b>economic development partners,</b> Chambers of Commerce, Business Resource Centers, and more to increase information flow about the work we do.</p>
<p>Develop relationships with underserved businesses (including Hispanic, Asian, and Black-owned owned businesses) by attending virtual community organization meetings and seeking out consultations with underserved businesses through new partnership with MESO. We are also exploring having office hours at the MESO office, and sharing our services in their online training series.</p> <ul style="list-style-type: none"> <li>○ Frequency of attendance at Hispanic community organizations events/meetings</li> <li>○ # consultations and contacts with Hispanic and Black owned-businesses.</li> </ul>	<ul style="list-style-type: none"> <li>● Through the connections with the CBO's mentioned above we provided sustainability and solid waste support to several Spanish-speaking businesses such as Tacho's, Mixtlan, Muchas Gracias, Columbia Cleaning Service, Style Cleaners, Great Royal Produce, etc. Participated in a bilingual online event promoting our support and service. <ul style="list-style-type: none"> <li>○ Attended <b>5</b> HINT gatherings and several Hispanic Chamber webinars.</li> <li>○ Provided <b>71</b> consultations to <b>42</b> Hispanic/Latino-owned businesses.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>● Increase and standardize bilingual services, marketing and resources for our program. <ul style="list-style-type: none"> <li>○ Hispanic community members provide feedback on translation</li> <li>○ E-newsletters are translated into Spanish.</li> <li>○ Maintain updated content on website.</li> <li>○ Utilize social media, mailings, partner's events, cold calling and e-newsletter content to engage with businesses of color.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● <b>10</b> flyers, letters, presentations, or webpages and many of our mass communications were available in English and Spanish. <ul style="list-style-type: none"> <li>○ We have been working with a group of Environmental health and Safety professionals in creating our green business certification program for Spanish speakers.</li> <li>○ <b>4</b> e-newsletters were translated before we shifted to personal emails from a bilingual contact, Carlina, to continue building relationships.</li> <li>○ All our webpages can be translated into languages supported by Google translate. Additionally, we are in the process of having a dedicated landing page with translated (not Google translate) informational for Spanish speakers. This page will feature audience and topic specific information, including all of our business areas of focus.</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>• Make LiS certification processes more accessible to the Spanish community.</li> </ul>	<ul style="list-style-type: none"> <li>• We completed an overhaul of the Leaders in Sustainability criteria this year making it more accessible to all. We are in the process of transcreating it into Spanish. This project is 80% complete.</li> </ul>
<b>Target Business Sectors, Institutions or Materials (optional)</b>	
<ul style="list-style-type: none"> <li>• Increase awareness of best practices to prevent the wasting of food among the businesses most likely to adopt those behaviors by featuring case statements and testimonials on website, print collateral, and in e-newsletters.</li> </ul>	<ul style="list-style-type: none"> <li>• Due to the public health crisis we paused our efforts with the food industry which was hardest hit by the economic impacts of the pandemic.</li> </ul>
<ul style="list-style-type: none"> <li>• Provide technical assistance, through contactless drop-off, phone consultations, and online trainings, and increase business adoption of food waste reduction practices. <ul style="list-style-type: none"> <li>○ Collaborate with cities to promote voluntary food scraps collection efforts</li> <li>○ Respond to request for voluntary participation.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• We provided support to <b>115</b> food establishments connecting them to donation partners, verifying adequate collection service, checking in our their existing programs, sharing upcycling and prevention best practices, and starting food scraps collection programs. Due to the ongoing public health crisis these efforts were less than we planned.</li> </ul>
<b>Commercial contamination reduction activities (optional)</b>	
<ul style="list-style-type: none"> <li>• Feature common error items and promote Recycle or Not game in e-newsletters <b>2x/year</b>.</li> </ul>	<ul style="list-style-type: none"> <li>• We featured RoN messaging in 2 e-newsletters.</li> </ul>
<ul style="list-style-type: none"> <li>• Mailing to a targeted list of businesses informing them of common contaminants.</li> </ul>	<ul style="list-style-type: none"> <li>• We mailed 50 <a href="#">Wait don't recycle that!</a> flyers to <b>50</b> businesses identified as high contaminators</li> </ul>
<ul style="list-style-type: none"> <li>• Update staff presentations to align with regional contamination messaging.</li> </ul>	<ul style="list-style-type: none"> <li>• We updated our staff presentation to align with RoN messaging, and presented the new version to <b>5</b> businesses reaching <b>70</b> staff.</li> </ul>
<ul style="list-style-type: none"> <li>• Recycle Guide and relevant handouts/webpages will updated to reflect the regional CREP, including promotion of <i>Recycle or Not</i> message as appropriate.</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Recycle Guide webpage</a> updated to reflect RoN language and incorporate designs from the regional MF project.</li> <li>• <a href="#">Printed Recycle Guide</a> for publications updated to reflect and align with the regional MF project.</li> </ul>
<b>Other commercial waste prevention, or waste reduction activities (optional)</b>	
<ul style="list-style-type: none"> <li>• Use Leaders in Sustainability certification to engage businesses at a deeper level and encourage adoption of more waste reduction practices. This will be done mostly</li> </ul>	<ul style="list-style-type: none"> <li>• The program focuses on topics such as policy and employee engagement, materials management, water and</li> </ul>

<p>through phone and email consultations, and video conferences.</p> <ul style="list-style-type: none"> <li>○ <b>20</b> businesses certify</li> </ul>	<p>energy conservation, transportation and community engagement. Businesses have used the process to create and build a green team, provide a structure to embed sustainable practices into the way they do business and culture, expand their sustainability effort beyond Clackamas County to other offices across the region/country, market their work in a competitive marketplace, and brought more collaboration to large organizations. We heard from several businesses in July/August that had picked the certification back up, had video consultations and a virtual verification, along with several meetings with green teams. We included certification benefits in our newsletter to property managers and broader audience list as well. Beyond these engagements listed above many businesses were more narrowly focused on economic impacts of the pandemic.</p> <ul style="list-style-type: none"> <li>○ <b>5</b> businesses (re)certify</li> </ul>
<ul style="list-style-type: none"> <li>• Update the Leaders in Sustainability certification elements to align with new Regional Waste Plan goals. <ul style="list-style-type: none"> <li>○ Incorporate section on equity and diversity</li> </ul> </li>   <li>• Identify barriers and make certification processes more accessible to the Spanish-speaking community.</li> </ul>	<ul style="list-style-type: none"> <li>• We completed the update to the <a href="#">Leaders in Sustainability criteria</a> which includes 9 new best practices on EDI efforts. We have been working with several organizations with the new application, and have heard positive feedback from businesses on the upgrades, the value of the certification, local recognition, opportunities to learn from other businesses, a guide for their efforts, and support from advisors. There are current <b>52</b> certified businesses representing over <b>7,100</b> employees in the county. A similar number of businesses are familiar with and working on the certification checklist.</li> <li>• We've planned out a new approach to get more business certified and will pilot this in 21-22, we continue to</li> </ul>

strategize on making it more accessible to Spanish-speaking businesses and will have the final version of the checklist in Spanish in the Fall of 2021. We have been consulting with a group of Environmental Health and Safety professionals who have been providing input on the Spanish version.

### Business Food Waste Requirement

Demonstrate that local jurisdiction has hired staff or contractors whose primary responsibilities and duties are to provide food waste technical assistance to businesses.

See Narrative section above.

## III. Cooperative Regional Priority Initiatives and Programs

### Contamination Reduction Education Plan (CREP)

Describe how your jurisdiction has implemented the following:

- Integration of CREP *Recycle or Not* materials and messages into community and business recycling education programs.
  - How the featured contaminants (plastic takeout containers in 2020, plastic-padded envelopes 2021) and *Recycle or Not* websites, online game and/or Instagram were promoted,
    1. Ad included in both editions of ClackCo Magazine ([November 2020](#), [May 2021](#)).
    2. Ad included on front banner of our [main webpage](#).
    3. 4 Recycle or Not social media posts ([1](#), [2](#), [3](#), [4](#))
    4. Recycle or Not webpage and Instagram promoted in Bill Insert.
    5. Ads offered to collectors, cities, and libraries.
  - How campaign content was incorporated into existing communication outreach, education materials and online resources, ensuring consistency with regional messages.
    1. Items redesigned to align with MF regional decals
      1. [Recycle Guide](#) for printed publications.
      2. [Recycle Guide webpage](#).
      3. Multifamily Bag
  - How the work centered on “everyday recyclers” including a deeper engagement with communities of color living in both multifamily and single-family residences.

Clackamas County promoted Recycle or Not content and updated our tools (e.g. guidance, newsletter content) in alignment with the Multifamily decal playbook and the

design principles that it includes. These principles avoid detailed recycling instructions and content oriented towards more active recyclers. Our updated recycling guide is available in seven languages. Through a subcontract with Home Forward for resident services, Trash for Peace has been assisting with recycling education at two Clackamas County Housing Authority properties with single-family style service.

### Multifamily Program Improvements

Describe how your jurisdiction actively participated in and committed to the following:

- Development and implementation of a plan to deploy new regional signage (posters, stickers, decals) for multifamily waste and recycling receptacles and enclosures.
  - We supported and participated in the regional planning and development of new, regional signage for multifamily waste and recycling.
  - We collaborated in the field to pilot the new signage at four multifamily communities in Clackamas County.
  - We have ordered our own supplies of the new decal to share with collectors for use with single-family and commercial collection bins.
  - We collaborated with Metro staff to identify an additional 50 multifamily communities for Decal Pilot 2.0, which commenced at the end of the fiscal year.
- Development of implementation plans for ensuring updated service standards at all multifamily properties.
  - We supported and participated in regional, collaborative conversations about updating multifamily regional service standards.
  - We provided code and rule update to Metro during their open comment periods for each.
  - We shared all relevant information with our collection companies, city partners, and have begun sharing with multifamily property owners (MF PM gathering, e-newsletter, etc.).
  - We started reviewing our code to identify where updates are needed, and began planning for a local code/rule update, including working with city partners to do the same.
- Participation in regional process to determine approach, outcomes and lead entity(s) for bulky waste collection and enclosure design improvement projects.
  - We supported and participated in regional, collaborative conversations about the advancement of RWP actions 10.5 and 10.6 regarding bulky waste collection and enclosure design, respectively, that lead to the creation of a scoping document for each.
  - We commenced our multifamily bulky waste pilot in May to gather information that will help us better understand the current bulky waste situation in multifamily, as well as help inform future options.
  - We continued to participate in commercial enclosure design review for all new and significant remodels in the county, including those of multifamily communities.
  - We continued to collaborate with our city partners and collection companies on multifamily enclosure design review.

## Regional Waste Plan

- Activities that meet RWP goals and Actions (brief highlights) such as reuse focused programs, activities and/or events that are led by local governments and not mentioned in a previous section.

**Disaster Preparedness:** Clackamas County responded to two FEMA-declared disasters this year: the February 2021 ice storm and September 2020 wildfires. In the midst of this major effort, the County further developed disaster debris preparedness, including the development and issuance of an RFP for disaster debris removal contractors.

**Food Donation Development:** County staff supported emergency food programs during COVID and also continued to develop relationships with food pantries, establishing connections with donors and convening pantries to discuss opportunities to strengthen partnerships and collaboration.

### Schools Program:

Schools-Based Outreach, Education, and Technical Assistance		
School recycling and composting education	<p>Strategy: Provide general recycling, composting, and waste reduction information to all schools, which includes a Recycle Guide and composting information</p> <ul style="list-style-type: none"> <li>oRecycle guide (yes/no)</li> <li>oComposting information where applicable</li> </ul> <p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• <b>All schools will receive information quarterly during the school year in September, December, March, and late May</b></li> <li>• <b>All schools will have the information and infrastructure they need to properly and safely collect recyclable and compostable materials</b></li> <li>• <b>Provide technical assistance to a minimum of 75 schools</b></li> <li>• <b>Provide an equitable amount of service to Title 1 and Rural schools</b></li> </ul>	<p>In light of school shutdowns and restrictions due to Covid-19, our school activities were significantly different during the 2020-2021 school year.</p> <p>Schools were not in-person for the majority of the school year, so we did not share the recycling information we typically do. When schools did return to in-person school, the classes were small and school staff were stretched thin. We made our resources available and provided signs and containers on request, but did not conduct our outreach as aggressively as we would in a normal year.</p> <ul style="list-style-type: none"> <li>• We provided technical assistance to 27 schools, which was lower than we anticipated due to the Covid-19 shutdown</li> <li>• We did not stagger outreach or target specific schools this year for technical assistance because they were not in session</li> </ul>



	<p>Strategy:</p> <ul style="list-style-type: none"> <li>•Support school sustainability and waste reduction through Oregon Green School certification</li> <li>•Encourage schools to maintain OGS certification during a year of periodic distance-learning by fine-tuning recycling and waste reduction practices to reflect the Covid-19 era</li> <li>•Support school participation in virtual summits (assuming in-person summits will not take place)</li> <li>•Support additional strands of OGS certification like Transportation and Schoolyard Habitats &amp; Gardens</li> <li>•Continue to develop programming for high school engagement</li> </ul> <p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• <b>Maintain 25% certification</b></li> <li>• <b>Host distance summits</b></li> </ul>	<ul style="list-style-type: none"> <li>• Maintained a ~30% OGS certification rate through the school year</li> <li>• Adapted OGS materials for distance learning to encourage the RoN online game, home audits, reuse, food waste reduction, and composting</li> <li>• OGS did not host virtual summits, but we did share information about other opportunities for youth engagement where appropriate</li> </ul>
OGS Certification	<p>Strategy: Provide food donation guidance to schools through the Green Lunchrooms Guide and Oregon Green Schools' Green Lunchrooms Certification</p>	<p>Completed the Oregon School Food Share Guide (previously referred to as the Green Lunchroom Guide). This guide will be ready to share with schools in the fall of 2021.</p>
Food waste prevention	<p>Offer food waste reduction workbook and presentation to schools</p> <p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• <b>Work with a minimum of one district to implement food donation from the cafeteria to a pantry or onsite program (ideal)</b></li> <li>• <b>Provide workbooks and education on food waste prevention to a minimum of 3 schools</b></li> </ul>	<p>Made contact with district Nutrition Services about donation, but they all reported very little excess food due to the transition to bag lunches during Covid</p> <p>Reached a minimum of ten schools through direct and *indirect presentations. *indirect through our support for Lake Oswego's initiative to have the HS green team teach food waste prevention lessons to all fifth grade classes in the district</p>
Small grant program	<p>Offer and promote small grants to schools to meet waste reduction and/or recycling goals</p>	

<p>Youth engagement</p> <p>Classroom education</p>	<p>Work with district Nutrition Service staff to identify schools with interest in milk dispensers</p> <p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• <b>Distribute \$10,000 in grants to support waste reduction projects and Oregon Green Schools goals</b></li> <li>• <b>Assist up to five additional schools in the purchase of milk dispensers (\$15,000 budget)</b></li> </ul> <p>Continue to engage youth regarding Clackamas County’s Climate Action Plan</p> <p>Advertise the Youth Voices Video Project to gather more youth perspectives on climate change</p> <p><b>Goals:</b></p> <ul style="list-style-type: none"> <li>• <b>Engage a minimum of five high schools on issues around climate change</b></li> <li>• <b>Help to recruit youth members to serve on the Advisory Committee</b></li> </ul> <p>Adapt classroom presentations to be delivered from a distance</p> <p>Develop take-home projects for school kids around sustainability to</p>	<p>Distributed ~\$3,500 in grants to 11 schools to support waste reduction, garden/composting supplies, and outdoor learning opportunities for distance/Covid learning</p> <p>The Covid-19 shutdown and changes in nutrition services meant that no new schools or districts opted to initiate milk dispenser use in schools. Instead, we promoted the use of milk dispensers in schools by:</p> <ul style="list-style-type: none"> <li>• Sharing a presentation of school waste reduction results caused by the use of dispensers at the virtual AOR conference</li> <li>• Contributing to a case study about milk dispensers to be featured in the new EPA Oregon School Food Share Guide</li> <li>• Sharing information with regional partners, which resulted in one new district in Oregon to commit to installing milk dispensers next school year</li> </ul> <p>We recruited 24 youth from nine schools to engage in an active Youth Advisory Task Force on climate change and Clackamas County’s developing Climate Action Plan. During the 2020-2021 fiscal year, we met with the group of youth four times for a total of eight hours. During that time, we engaged in learning about:</p> <ul style="list-style-type: none"> <li>• Power analysis</li> <li>• Equity, anti-racism, and fairness</li> <li>• Just Transition</li> <li>• Climate science</li> <li>• County roles and responsibilities</li> <li>• County-specific emissions</li> </ul> <p>Developed presentations to be delivered via Zoom using a variety of engaging tech tools to foster student participation</p>
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	<p>offer to schools that are engaging in distance learning</p> <p><b>Goals: Provide presentations to a minimum of 20 schools</b></p>	<p>Co-developed with Oregon Green Schools and the World Wildlife Fund 3 tiered (elementary, middle, and high school) food waste prevention and climate change presentations</p> <p>We reached 21 schools with presentations during the school year.</p>
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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of an Agreement  
between the City of Barlow  
and Clackamas County

ORDER NO. 88-11

This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised:

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

DATED this 7th day of January, 1988.

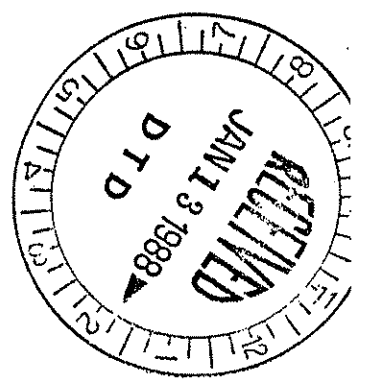
BOARD OF COUNTY COMMISSIONERS

[Signature]  
Ed Lindquist - Chairman

[Signature]  
Dale Harlan - Commissioner

[Signature]  
Darlene Hooley - Commissioner

DTD



*D. Phillips*



Campbell M. Gilmour  
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

RECEIVED

JUL 25 2008

CITY OF DAMASCUS

SUNNYBROOK SERVICE CENTER

9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Damascus (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Damascus, Happy Valley, Sandy, Lake Oswego, Gladstone, Oregon City, West Linn, Molalla, and Wilsonville. Additionally, County staff will

continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

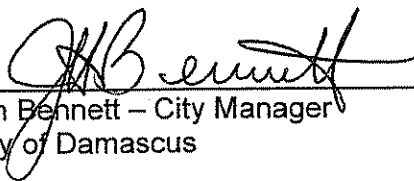
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, Clackamas County

7-23-08

Date



Jim Bennett – City Manager  
City of Damascus

7/28/08

Date



Campbell M. Gilmour  
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.



This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

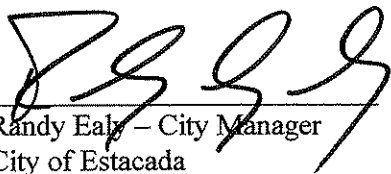
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy – City Manager  
City of Estacada

9-8-08

Date



Campbell M. Gilmour  
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

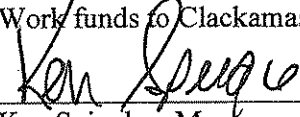
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegler – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Ron Partch – Administrator  
City of Gladstone

Aug 14-08  
Date

## INTERGOVERNMENTAL AGREEMENT

### Between the City of Happy Valley and Clackamas County

This agreement is entered into this 10<sup>th</sup> day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

**A. Effective Date and Termination**

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

**B. The County Shall:**

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

**C. The City shall:**

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

**D. Compensation**

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

**E. Attorney Fees**

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

**F. Amendment**

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

**G. Hold Harmless**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

**H. Severability**

County and City agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provisions held to be invalid.

CITY of Happy Valley

By: *Robert C. Williams* Date: 09/18/07  
Mayor

ATTEST:  
By: *Kristen Warden* Date: 9/18/07  
City Recorder

Approved as to Form:  
By: *Thomas Spaully* Date: 10/17/07  
City Attorney

CLACKAMAS COUNTY

By: *[Signature]* Date: 2-7-08 C-1  
Chairperson, Clackamas County  
Board of Commissioners

Approved as to Form:  
By: *David W. Anderson* Date: 2/7/08  
County Counsel

ATTEST:  
By: *Mary Ractnec* Date: 2-7-08  
Recording Secretary





**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

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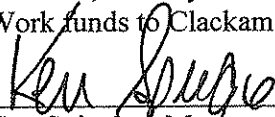
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\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Joel Komarek - City Engineer *Project Director*  
City of Lake Oswego

8/1/2008  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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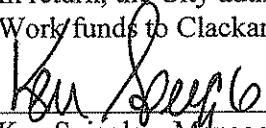
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\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
JoAnn Herrigel – Community Services Director  
City of Milwaukie

8/1/08  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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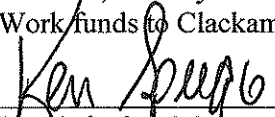
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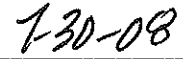
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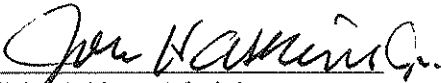
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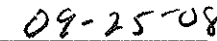
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\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Atkins - Administrator  
City of Molalla

  
\_\_\_\_\_  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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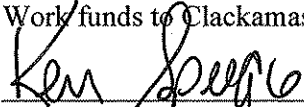
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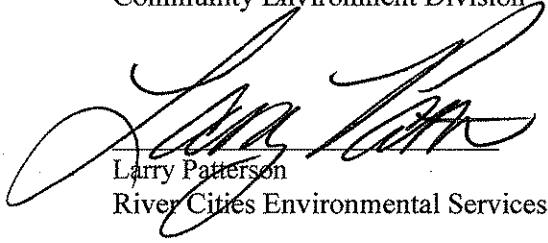
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegler – Manager  
Community Environment Division

7-30-08

Date



Larry Patterson  
River Cities Environmental Services District

9/23/08

Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Sandy (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

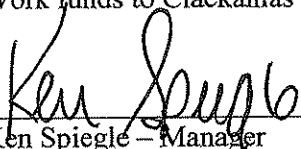
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.


Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

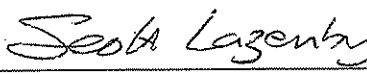
Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.


This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Scott Lazenby - City Manager  
City of Sandy

  
\_\_\_\_\_  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Wilsonville (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

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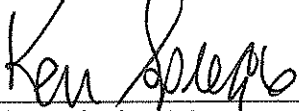
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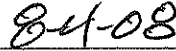
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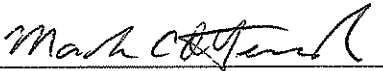
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division



Date



Mark C. Ottenad  
City of Wilsonville



Date



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

October 28, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Second Amendment to an Intergovernmental Agreement for Provisions of  
Permit Processing and Building Inspection/Plan Review (BI/PR) Services

<b>Purpose/Outcomes</b>	To adopt the second amendment to an existing intergovernmental agreement (IGA) with the City of Beaverton to provide staffing assistance to the Department of Transportation and Development's (DTD) Building Codes Division (BCD).
<b>Dollar Amount and Fiscal Impact</b>	Under this IGA Clackamas County's BCD coordinates with the City of Beaverton to utilize the services of a fully trained and certified City employee. The County's BCD pays a rate of \$57.89 per hour (\$65.20 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, and the total dollar amount will be based upon the hours worked during the timeframe of the Agreement.
<b>Funding Source</b>	The Building Codes Division will support this IGA with funds that are the result of fees for service (permitting and plans review fees). <b>No unrestricted (general funds) are used for this contract.</b> These funds are accounted for in the approved FY21-22 budget.
<b>Duration</b>	The Amendment to the existing IGA will be effective upon signature by the Board, and will terminate on December 8, 2021.
<b>Previous Board Action</b>	This item was presented to the Board at Issues on October 26, 2021. The first amendment was approved by the Board on April 22, 2021. The original IGA was approved by the Board at the August 20, 2020 Business Meeting.
<b>Strategic Plan Alignment</b>	<p>1. <i>How does this item align with your Department's Strategic Business Plan goals?</i></p> <p>The Land Use and Permitting line of business' purpose is to provide the community with comprehensive plan review, permitting, and inspection services. With the continued impacts of COVID-19, including the requirement to perform all our services online, we have seen increased complexity in our</p>

	<p>work coupled with continued high volume of construction activity. By using this IGA we will be able to continue to employ the assistance of fully trained and certified staff.</p> <p>2. <i>How does this item align with the County's Performance Clackamas goals?</i></p> <p>While not specifically outlined in the Board's Priorities, it is a Performance Clackamas goal to support growing a vibrant economy and build a strong infrastructure. Each year the Land Use and Permitting line of business adds 6.7 million square feet of constructed improvements to the community, which is valued at \$675,000,000. Adding staffing assistance to the Building Codes Division will help meet this goal.</p>
<b>County Counsel Review</b>	This IGA was reviewed and approved by County Counsel on 10-19-21. NB
<b>Procurement Review</b>	<p>1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/></p> <p>2. If no, provide brief explanation: This item is an Intergovernmental Agreement.</p>
<b>Contact Person</b>	Matt Rozzell, Building Codes Administrator (503) 742-4748

**BACKGROUND:**

With the onset of COVID-19, and Governor Kate Brown issuing the *Stay Home Save Lives* order (with the Clackamas County Board of Commissioners also declaring an emergency), construction was deemed an essential service, which required the Department of Transportation and Development's (DTD) Development Services to remain open for business during the pandemic. In response to this requirement, in early April 2020, Clackamas County implemented new permitting protocols which allow customers to submit building permit applications digitally, and enables our plans examiners to review digital plans remotely. This new system has made it possible for the Building Codes Division to continue working throughout the pandemic, while keeping staff safe and the construction industry moving forward with their projects.

With the creation of this new electronic permitting and review system, and the high number of permit applications and reviews we are experiencing, we have seen a large increase in the workload for our permitting (permit technicians and specialists) and plans examiner teams. In August 2020 the County entered into an IGA with the City of Beaverton to provide these two work groups with additional staffing resources.

The IGA allows the City of Beaverton to assist the County by providing a fully trained and certified employee to perform permitting and plans review work assigned by the County's Building Codes Division. City staff remain an employee of the City of Beaverton, under their supervision and receiving all compensations from the City. The County assigns, directs, and reviews the work, with the City employee working either from home or in County offices.

Since creation of the IGA and after the first amendment we have continued to see a large increase in work for our permitting (permit technicians and specialists) and plans examiner teams. Additionally, DTD and the Building Codes Division have implemented a new permitting and plan



review software (Avolve products OAS and ProjectDox). In order to provide adequate resources for our teams to attend trainings, test the new products, and provide exceptional customer service to the public, we continue to need staffing assistance due to three vacancies on the team.

For all of these reasons we are seeking to amend the Intergovernmental Agreement (IGA) with the City of Beaverton to extend the existing IGA for an additional three months from the signing of the Agreement or until December 8, 2021.

This Amendment does adjust the original financial terms of the Agreement. The IGA established that the County pays \$57.89 per hour (\$65.20 per hour for overtime) for work performed by City of Beaverton staff. This arrangement is more economical than using BCD's existing third parties contracts, which use private contractors to perform similar tasks.

Using this IGA will not impact current staff's available work or overtime opportunities, and will support existing staff as they experience increased workloads and customer demands for service. In accordance with Article 23 of the current 2019-2020 DTD AFSCME bargaining agreement, a 20 calendar day notice of contracting work was provided to the Union on September 20, 2021.

**RECOMMENDATION:**

Staff respectfully recommends approval of the Second **Amendment to Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services** with the City of Beaverton.

Respectfully submitted,

*Matt Rozzell*

Matt Rozzell, Building Codes Administrator  
Department of Transportation and Development

**ATTACHMENT:**

1. Second Amendment to Intergovernmental Agreement for Provisions of Permit Processing and Building Inspection/Plan Review (BI/PR) Services.

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
FOR PROVISIONS OF PERMIT PROCESSING AND  
BUILDING INSPECTION/PLAN REVIEW (BI/PR) SERVICES**

**THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR PROVISIONS OF PERMIT PROCESSING AND BUILDING INSPECTION/PLAN REVIEW (BI/PR) SERVICES** (“Amendment”) is entered into effective as of the latest date on which this Amendment is signed below, between **CLACKAMAS COUNTY**, a corporate body politic (“County”), and the **CITY OF BEAVERTON**, an Oregon municipal corporation (“City”).

**RECITALS**

A. County and City are parties to that certain Intergovernmental Agreement for provisions of permit processing and building inspection and plan review services dated effective as of August 20, 2020, as amended by that First Amendment effective April 22, 2021 (the “IGA”).

B. The parties desire to modify the IGA on the terms and conditions set forth herein. All capitalized terms used in this Amendment and not otherwise defined herein shall have their meanings as set forth in the Disposition Agreement.

**AGREEMENT**

1. **Amendment to Section 2. Section 2 of the IGA which, as amended, reads:**

The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of one (1) year (the “Employee Term”). The Parties agree that the Shared Employee possesses the minimum qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.

**Is hereby deleted in its entirety and is replaced with the following:**

The Originating Party shall make available its Shared Employee to the Borrowing Party for purposes of providing Permit Processing and/or BI/PR services. The Shared Employee shall be available to the Borrowing Party no later than September 8, 2020. The Parties agree that the Shared Employee shall be available to the Borrowing Party for a minimum of 40 hours per week, and for a term of fifteen (15) months, ending December 8, 2021 (the “Employee Term”). The Parties agree that the Shared Employee possesses the minimum qualifications given the tasks described herein. During the Employee Term, the Shared Employee shall not perform any services on behalf of the Originating Party unless agreed to in writing in advance by the building official of the Borrowing Party.

2. **Amendment to Section 3. Section 3 of the IGA which reads:**

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Employee Term and final payment by the Borrowing Party, or by December 8, 2021, following the date all required signatures are obtained, whichever is sooner.

**Is hereby deleted in its entirety and is replaced with the following:**

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Employee Term and final payment by the Borrowing Party, or by December 8, 2021, following the date all required signatures are obtained, whichever is sooner.

3. **Amendment to Section 4. Section 4 of the IGA which reads:**

Services performed on behalf of the Borrowing Party shall be calculated hourly for the Shared Employee. The hourly rate of the Shared Employee shall be \$44.82/hr. If the Shared Employee works overtime, the overtime rate of the Shared Employee shall be \$49.73/hr.

**Is hereby deleted in its entirety and is replaced with the following:**

Services performed on behalf of the Borrowing Party shall be calculated hourly for the Shared Employee. The hourly rate of the Shared Employee shall be \$57.98/hr. If the Shared Employee works overtime, the overtime rate of the Shared Employee shall be \$65.20/hr.

4. **Counterpart; Email.** This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Facsimile or email transmission of any signed original of this Amendment, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm transmitted signatures by signing an original document.

5. **Confirmation.** The IGA is hereby amended and modified in accordance with the terms of this Amendment. Except as expressly modified by this Amendment, the IGA and all its terms and provisions are hereby acknowledged, approved, ratified and confirmed and shall be and remain in full force and effect.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

**CLACKAMAS COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Chair, Board of County Commissioners

Date: \_\_\_\_\_

**CITY OF BEAVERTON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #4 with David Evans and Associates, Inc. for the  
South End Road at Milepost 3.8**

<b>Purpose/Outcomes</b>	This amendment will provide consulting engineering services during the construction of improvements needed to stabilize the roadway and slope on South End Road at Milepost 3.8.
<b>Dollar Amount and Fiscal Impact</b>	The original contract and amendments #1 thru #3 value for design services was \$629,041.47. Amendment #4 for construction services adds \$366,982.82 for a new combined value totaling: \$996,024.29
<b>Funding Source</b>	Federal Emergency Relief funds: \$329,293.68 County Road fund match (10.27%): \$37,689.14
<b>Duration</b>	Amendment execution through December 31, 2023
<b>Previous Board Action</b>	01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 08/16/18: BCC Approval of Supplemental Project Agreement No. 32607 for 2017 Emergency Relief Program Project Funding. 05/16/19: BCC Approval of a Contract with David Evans and Associates, Inc. for the South End Road at Milepost 3.8 Project. 11/25/20: BCC Approval of an Intergovernmental Agreement with the Oregon Department of Transportation for Right of Way Services for the South End Road at Milepost 3.8 Project. 12/10/20: BCC Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the South End Road at Milepost 3.8 Project and Authorizing Good Faith Negotiations and Condemnation Actions. 10/21/21: Approval of Amendment No. 1 of a Supplemental Project Agreement No. 32607 with Oregon Department of Transportation for the South End Road at MP 3.8 Project. 10/26/21: Discussion item at issues
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" by constructing retaining walls to mitigate slope instability.
<b>Counsel Review</b>	10/19/2021 ARN
<b>Contract #</b>	1456
<b>Contact Person</b>	Joel Howie, Project Manager 503-742-4658

**Background:**

Clackamas County obtained Federal Emergency Relief Program (ERP) funds to stabilize the roadway and slope on South End Road at Milepost 3.8. The road was damaged in March of 2017 as a result of heavy rains that occurred during the spring of 2017. A state emergency declaration, which included Clackamas County, was signed by the governor allowing Clackamas County to be eligible for the ERP funding.

Clackamas County constructed temporary repairs to these areas of roadway prism failure and deterioration in the spring of 2017. A permanent solution to stabilize the road in this location has been designed and the stabilization will consist of a 450-foot long tie back/soldier pile wall and a 318-foot long cantilever wall.

The purpose of this contract amendment is to provide construction engineering services during the project's construction. The services to be provided include support to County staff with construction engineering, contractor submittal reviews, inspection assistance, clarification of design details, and developing as-constructed plans. The proposed contract amendment is for \$366,982.82.

**Procurement Process:**

This Amendment is in accordance with LCRB C-047-0800(a) for an anticipated amendment to include Construction Management Services per Item 16 in the original RFP documentation. Amendment #4 is a 75% increase to the original contract.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Amendment #4 for Engineering and Related Services Contract with David Evans & Associates, Inc. for the South End Road at Milepost 3.8 Project.

Sincerely,

*Joel Howie*

Joel Howie,  
Civil Engineering Supervisor

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services

**AMENDMENT #4**

**FOR THE CONTRACT DOCUMENTS WITH DAVID EVANS AND ASSOCIATES, INC. FOR RFP  
2018-103 SOUTH END ROAD AND MILEPOST 3.8  
CONTRACT # 1456**

This Amendment #4 is entered into between **David Evans and Associates, Inc.** (“Consultant”) and Clackamas County on behalf of its Department of Transportation and Development (“Agency”) and it shall become part of the Contract documents entered into between both parties on May 16, 2019 (“Contract”).

The Purpose of the Amendment #4 is to make the following changes to the Contract:

1. **Item 1. Contract Effective Date and Term** is hereby amended as follows:  
The Contract termination date is hereby changed from December 31, 2021 to **December 31, 2023**.
  
2. **Item 2. Statement of Work** is hereby amended as follows:  
The design services of the project are complete and the Agency is requesting additional services for the Construction Phase to perform construction contract administration and construction engineering and inspection services (CA-CEI). The supplemental Scope of Services is attached as **Exhibit “N”** and hereby incorporated by reference.
  
3. **Item 3. Compensation** is hereby amended as follows:  
The additional Compensation to complete the additional services is approved for **\$366,982.82**. The fee schedule is incorporated at the end of **Exhibit N**. The total Contract Compensation shall not exceed \$993,024.29.

ORIGINAL CONTRACT AMOUNT	\$ 485,959.14
AMENDMENT #1	\$ 30,944.84
AMENDMENT #2	\$ 102,815.04
AMENDMENT #3	\$ 9,322.45
<b><u>AMENDMENT #4</u></b>	<b><u>\$ 366,982.82</u></b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 996,024.29</b>

**SIGNATURE PAGE FOLLOWS**



Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

**David Evans and Associates Inc.**  
2100 SW River Parkway  
Portland, OR 97201

**Clackamas County**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

114015-10 DBC / Oregon  
Oregon Business Registry Number

**Approved as to Form:**

\_\_\_\_\_  
County Counsel Date

**EXHIBIT N**

**Statement of Work and Delivery Schedule for Construction Contract Administration and  
Construction Engineering & Inspection (“CA/CEI”)**

**Construction Project Name: South End Road at Milepost 3.8 (the “Project”)**

**Project Location: Clackamas County**

**Local Public Agency (LPA): Clackamas County**

**Price Agreement/Contract No.: 2018-103 ; WOC No.: N/A ; Amendment No.: 4**

**Federal Project No: C005(111)**

## Table of Contents

A.	PROJECT DESCRIPTION AND OVERVIEW OF SERVICES.....	4
B.	STANDARDS and GENERAL REQUIREMENTS .....	5
C.	REVIEW, COMMENT and SCHEDULE REQUIREMENTS .....	8
D.	FORMAT REQUIREMENTS .....	9
E.1	TASKS, DELIVERABLES and SCHEDULE .....	9
	TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES.....	10
	Task CE-1.1 Coordination .....	10
	Task CE-1.2 Status Reports and Invoices .....	10
	Task CE-1.3 Structure Cost Data [RESERVED].....	10
	TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI).....	11
	Task CE-2.1 Pre-Construction Conference.....	11
	Task CE-2.2 Cooperative Arrangement (Partnering) [RESERVED] .....	11
	Task CE-2.3 Quality Assurance & Contract Administration Plan [CONTINGENCY TASK, See CA/CEI SOW Section F ].....	11
	Task CE-2.4 Construction Contract Administration [RESERVED].....	12
	Task CE-2.5 Monthly Preliminary Progress Estimates [RESERVED] .....	12
	Task CE-2.6 Project Progress Meetings.....	12
	Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews.....	12
	Task CE-2.8 Consultation During Construction .....	14
	Task CE-2.9 Design Modifications [CONTINGENCY TASK, See CA/CEI SOW Section F]....	14
	Task CE-2.10 Claim(s) Support [RESERVED] .....	15
	Task CE-2.11 Public Records Request Support [RESERVED] .....	15
	TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION.....	15
	Assumptions: 16	
	Task CE-3.1 Environmental Compliance and Mitigation Monitoring.....	16
	Task CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”) .....	17
	Task CE 3.1.2 Restoration As-Built Report. [RESERVED] .....	18
	Task CE 3.1.3 Biology Restoration Monitoring Report. [RESERVED].....	18
	Task CE-3.2 Construction Activity Monitoring.....	19
	Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials) .....	21
	Task CE-3.4 ADA Ramp Inspection [RESERVED] .....	23
	TASK CE-4 CONSTRUCTION SURVEYING [RESERVED] .....	23
	Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor’s Survey Work [RESERVED].....	23
	Task CE-4.2 Construction Survey and Staking [RESERVED] .....	23
	Task CE-4.4 Right of Way (“ROW”) Monumentation [RESERVED] .....	23
	Task CE-4.5 Monumentation Survey Filing Map (SFM) [RESERVED] .....	23
	TASK CE-5 PROJECT CLOSE-OUT .....	23
	Task CE-5.1 Final Inspection(s) and Submittals.....	23
	Task CE-5.2 As-Constructed Plans.....	24
	Task CE-5.3 Structure Load Rating [RESERVED].....	26

Task CE-5.4	Submittal of Final Project Documentation [RESERVED]	26
Task CE 5.5	ODOT Stormwater Operation and Maintenance (“O&M”) As-Constructed Package [RESERVED]	26
E.2	PROJECT SCHEDULE	26
F.	CONTINGENCY TASKS	26

## A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

This Exhibit A.1 includes the statement of work for CA/CEI Services (CA/CEI SOW) required for the Project. The delivery schedule is provided in the “Deliverables and Schedule” section of each task in section E.2.

The CA/CEI Services will culminate when Agency issues Final Acceptance of the Project and Consultant has completed all tasks and provided all deliverables as required.

Note: Reference to “PA or Contract” in this CA/CEI SOW means whichever is applicable. “PA” is applicable if this is a WOC or WOC Amendment. “Contract” is applicable if this is a Contract or Contract Amendment.

### Background

The background for the Project is unchanged.

### Phases of Services

The Services are divided into the following 2 phases:

- Preliminary Engineering/Design, Right of Way, and Final Design
- CA/CEI

### Definitions and Acronyms

DEFINED TERMS	
Acceptance	In this CA/CEI SOW, “Acceptance” or “Accept” means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with applicable requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant's Services and deliverables.
Change Orders	Include Contract Change Order (CCO), Extra Work Order (EWO), and State Force Order (SFO)
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
Standard Specifications	<a href="#">Oregon Standard Specification for Construction</a> (“OSSC”)- current version in effect during CA/CEI phase for this Project
Specifications	Includes both the Oregon Standard Specifications for Construction and the Project Specific Special Provisions, collectively referred to as the “Specifications”.

ACRONYMS			
<b>AASHTO</b>	American Association of State Highway and Transportation Officials	<b>OCR</b>	ODOT Office of Civil Rights
<b>Agency/ ODOT</b>	Oregon Department of Transportation	<b>OJT</b>	On-the-Job Training
<b>APM</b>	Agency’s Project Manager for CA/CEI Phase	<b>ORS</b>	Oregon Revised Statutes
<b>CA</b>	Contract Administrator	<b>OSSC</b>	Oregon Standard Specifications for Construction

ACRONYMS			
<b>CA/CEI</b>	Contract Administration, Construction Engineering and Inspection		<b>PA</b> Price Agreement
<b>CC</b>	Construction Contractor		<b>PE</b> Preliminary Engineering
<b>CCO</b>	Contract Change Order		<b>PM</b> Consultant's Project Manager for CA/CEI Phase
<b>CE</b>	Construction Engineering		<b>POR</b> Professional of Record
<b>CECI</b>	Certified Environmental Construction Inspector		<b>PS&amp;E</b> Plans, Specifications and Estimates
<b>CPS</b>	ODOT Contract Payment System		<b>QA</b> Quality Assurance
<b>DBE</b>	Disadvantaged Business Enterprises		<b>QAC</b> Quality Assurance Coordinator
<b>EEO</b>	Equal Employment Opportunity		<b>QA/CA Plan</b> Quality Assurance & Contract Administration Plan
			<b>QC</b> Quality Control
<b>EWO</b>	Extra Work Order		<b>QCCS</b> Quality Control Compliance Specialist
<b>FHWA</b>	Federal Highway Administration		<b>RAS</b> Region Assurance Specialist
<b>FIR</b>	Field Inspection Report		<b>RFI</b> Request for Information
<b>IA</b>	Independent Assurance		<b>RFP</b> Request for Proposal
<b>IGA</b>	Intergovernmental Agreement		<b>ROW</b> Right of Way
<b>IQAP</b>	Inspection Quality Assurance Program		<b>SFM</b> Survey Filing Map
<b>LAPM</b>	Local agency project manager		<b>SFO</b> State Force Order
<b>LPA</b>	Local Public Agency (Clackamas County)		<b>SOW</b> Statement of Work
<b>LRFD</b>	Load and Resistance Factor Design		<b>WOC</b> Work Order Contract
<b>NTE</b>	Not to Exceed		
<b>NTP</b>	Notice to Proceed		

## B. STANDARDS and GENERAL REQUIREMENTS

### 1. Standards applicable to CA/CEI Services

Consultant shall perform all Services in accordance with the professional standard of care set forth in the PA or Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the [ODOT Construction Manual](#), the [Quality Control Compliance Specialist \("QCCS"\) Handbook](#), the [Manual of Field Test Procedures](#), the [ODOT Inspector's Manual](#), and the PA or Contract.

The standards, manuals, directives and other procedural guidance identified are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design or construction. Should the requirements of any reference, standard, manual or policy referenced conflict with another, Consultant shall request Agency in writing to resolve the conflict.

**ADA Compliance – Assessment, Design, Inspection.** When the Services under a WOC or Contract include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and
- b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under a WOC or Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form 734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the “Submit by E-mail” button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Forms and instructions are available at the following address: <https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

Unless otherwise specified in a WOC or Contract, the most current version of applicable standards, manuals, directives, and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

## **2. General Requirements**

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by Agency-certified Inspectors as required by the Agency’s Inspection Quality Assurance Program (“IQAP”). Consultant’s Agency-certified Inspectors shall diligently monitor the work of the Construction Contractor (“CC”) in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals or procedures, including but not limited to those listed in the PA or Contract. All Quality Control (“QC”) monitoring tasks must be performed by individual(s) certified by the Agency’s Technician Certification Program.

Consultant shall immediately advise Agency of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise Agency of any design errors or deficiencies or other problems that could have a



negative impact on the Project construction schedule or construction cost. In addition, Consultant shall immediately advise Agency of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

### **3. Communication**

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the LAPM (or such other individual as designated in writing to Consultant). In addition, Consultant shall submit deliverables specific to the administration of the construction contract, excluding claims, via email. To the extent possible, all transmittals from Consultant to LAPM must include the Contract#, PA# and WOC# if applicable, Project name and the Agency's key number. The key number must be used as part of the document control system established by Agency and Consultant. Formats for the document control system shall be discussed at the initial meeting between LAPM and Consultant pertaining to the CA/CEI Services.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, LAPM will establish appropriate contacts with that firm prior to the Pre-Construction Conference.

### **4. Roles and Responsibilities**

The following describes the roles and responsibilities of the parties relative to the construction phase of the Project and the CA/CEI SOW tasks contained herein. These roles and responsibilities are changed for this Amendment No. 4 only and will have no effect on the original contract or prior amendments. The LPA remains the primary point of contact for Consultant.

#### **Agency**

The APM is Agency's primary point of contact for LPA. The APM through the LAPM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The APM through the LAPM may distribute deliverables to appropriate Agency personnel for review and approval.

Local Agency has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO"), Extra Work Orders ("EWO") and State Force Orders ("SFO")] prepared by Consultant are subject to Agency review and approval through the LAPM prior to implementation by the CC. Authority to approve all CCOs, EWOs and SFOs shall be as outlined in the ODOT Construction Manual, Chapter 3 - Delegated Authority and in Delegation Letters.

#### **Agency is responsible for the following:**

- Execution of Intergovernmental Agreements ("IGAs") related to the Project
- Attend Pre-Construction Conference
- Material verification sampling and testing
- Concurring with construction CCOs, EWOs and SFOs.
- Approving requests for overrun or increase in Project authorization

- All contact with Federal Highway Administration (“FHWA”) or other federal agencies
- All contact with Native American Tribes
- Final Project Acceptance
- Performing periodic quality, quantity, and labor compliance documentation reviews
- Inspecting Project specific fabricated items

**Consultant:**

- Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment, and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this CA/CEI SOW (collectively, the “CA/CEI Services”) in accordance with the delivery schedules identified.
- Changes to Consultant’s Project Manager are subject to Agency approval and will require written notice to Agency prior to the change.
- If Consultant is performing the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions, then Consultant’s Key Persons (as identified on the approved QA/CA Plan) may not be substituted or replaced unless approved in writing by Agency.
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

**Local Public Agency (“LPA”) is responsible for the following:**

- Access to LPA owned ROW and easements
- Attend Project meetings
- Concrete and Asphalt mix design review
- Providing access to construction related forms referenced in this CA/CEI SOW, Local Agency’s construction forms, and hardcopy forms as needed
- Reviewing and processing monthly pay estimates for construction contract through the County’s Contract Payment System
- Providing County construction forms as needed
- Performing periodic quality, quantity and labor compliance documentation reviews
- Final Project Acceptance
- Review and comment on progress submittals
- Coordination with other outside agencies
- Approving CCOs, EWOs, SFOs and Request for Increase/Overrun in Project Authorizations prepared by Consultant prior to submittal to Agency for concurrence
- Provide a Letter of Acceptance for Project at completion (per task CE 5.4)
- Provide public outreach on the Project

**C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS**

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to LPA at the first sign of delays caused by LPA, Agency, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.

- Consultant shall notify LAPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule, or budget of the Project or CA/CEI Services.
- Consultant shall submit all construction contract administration deliverables, excluding claims, via email to the LAPM. Consultant shall submit all other deliverables to LAPM or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by LPA and Agency. Consultant shall make the necessary revisions to address LPA and Agency comments and submit revised deliverable(s) to LAPM within 5 business days of receipt of LPA and Agency review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by Agency. If no revisions are necessary, the submittal will be considered final.

## D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to LPA in the format described in the ODOT Construction Manual and individual tasks. Following NTP, Consultant shall submit all construction contract deliverables, excluding claims, to the LPA. LPA Claims must be submitted on paper documents according to Section 00199.
- The time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. Non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020. If received before 5:00 p.m. PST on a business day, it shall be considered as received on the business day on which it was received. If recorded as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.
- **ODOT Forms** – Consultant shall use ODOT forms where required. Construction related forms referenced in this CA/CEI SOW are available online at: <https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by the Local Agency.
- Additional format requirements may be listed with specific tasks or deliverables throughout the CA/CEI SOW or in the PA or Contract.

## E.1 TASKS, DELIVERABLES and SCHEDULE

**Task Numbering:** For purposes of standardization, task numbers in this SOW may be non-sequential due to deletion of unneeded tasks from Agency’s CA/CEI SOW template. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with “CE” (CE-1, CE-2).

## **TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES**

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant's team in conformance with all applicable requirements of the CA/CEI Services and the Project's goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services

### **Task CE-1.1 Coordination**

Consultant shall provide leadership, direction, and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant's team on all CA/CEI activities and team meetings.
- Maintain liaison, communication, and coordination between Consultant's staff, APM, local agency project manager (LAPM) if applicable, CC and Agency staff to facilitate timely, efficient operations for all involved.

#### **Deliverables and Schedule:**

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).

### **Task CE-1.2 Status Reports and Invoices**

Consultant shall prepare up to   10   Monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month's Consultant activities. For fixed-price method of compensation, identify staffing used for that reporting period. For other compensation methods, the staffing used must be identified in the invoice backup documentation.
- Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget.

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to APM with the monthly Consultant invoice.

#### **Deliverables and Schedule:**

Monthly Status Report - Submitted to APM with the monthly invoice no later than the 20th calendar day of the month following the reporting month.

### **Task CE-1.3 Structure Cost Data [RESERVED]**

## **TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)**

Consultant shall support the Project's needs by providing CA/CEI Services required for the Consultant to certify, at Second Notification and Third Notification that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record ("POR") as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

### **Task CE-2.1 Pre-Construction Conference**

Consultant shall attend the Pre-Construction Conference as referenced in the Specifications in 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, APM, LAPM, permitting agencies, local officials and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the Project.

LAPM will consult with the CC, Consultant, and the APM to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place. Up to three Consultant staff shall attend the 2-hour Pre-Construction Conference.

#### **Consultant shall:**

- Attend and participate in Pre-Construction Conference.

#### **Deliverables and Schedule:**

- N/A

### **Task CE-2.2 Cooperative Arrangement (Partnering) [RESERVED]**

### **Task CE-2.3 Quality Assurance & Contract Administration Plan [CONTINGENCY TASK, See CA/CEI SOW Section F]**

Consultant shall prepare a Quality Assurance & Contract Administration Plan ("QA/CA Plan") for the CA/CEI Services for the Project, using Agency form 734-2857 (as may be amended from time to time by Agency) which is available electronically on the following website:

<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>.

The QA/CA Plan must identify Consultant's certified quality assurance and construction inspection personnel and the personnel responsible for each of the major construction-related tasks identified in this CA/CEI SOW.

Consultant shall submit a draft QA/CA Plan (electronically via email) to the APM for review and comment. Agency will review the draft QA/CA Plan and return any comments to Consultant within 5 business days. Consultant shall respond to Agency comments and revise the draft QA/CA Plan as necessary.

Consultant shall prepare the final QA/CA Plan making all required revisions per the Agency draft review comments. Agency will issue approval or return any additional comments to Consultant

within 5 business days of receipt of the final QA/CA Plan. If necessary, Consultant shall revise the final QA/CA Plan to address Agency's additional comments. No on-site inspection or QC monitoring tasks may be performed by Consultant until receipt of Agency approval of the final QA/CA Plan.

Consultant shall make any necessary updates to the QA/CA Plan as work progresses, and submit the updated QA/CA Plan to the APM for review and approval.

**Deliverables and Schedule:**

- Draft QA/CA Plan (form 734-2857) - Submit to APM no later than 5 business days following the date of NTP for CA/CEI phase.
- Final QA/CA Plan (form 734-2857) - Submit to APM within 5 business days of receiving Agency comments on draft QA/CA Plan.
- Updated QA/CA Plan (form 734-2857) - Submit to APM within 5 business days of changes that require the update.

**Task CE-2.4 Construction Contract Administration [RESERVED]**

**Task CE-2.5 Monthly Preliminary Progress Estimates [RESERVED]**

**Task CE-2.6 Project Progress Meetings**

Consultant shall attend periodic Project Progress Meetings with the CC and others as needed, including but not limited to, LAPM, permitting agencies, local officials, and APM, if required. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships, and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Protection of Fish or Fish Habitat

**Consultant shall:**

Attend and participate in Project Progress Meetings.

**ASSUMPTIONS FOR BUDGETING PURPOSES:** Project Progress Meetings are assumed to be weekly (during active construction) with no more than 3 Consultant staff attending and 31 meetings are assumed, see Section E.2 Project Schedule.

**Deliverables and Schedule:**

- Attendance and participation at Project Progress Meetings

**Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews**

Consultant shall coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. When electronic Working Drawings, shop drawings, and other submittals are received, according to 00150.35(c)(2), 00150.37, & 00170.08, Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals

are returned to the CC within the timeframes specified in the construction contract. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35, 00150.37, 00170.08, and the ODOT Construction Manual, Chapter 16 – Working Drawings and Submittals.

**Consultant shall:**

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare mark-up/comment copies of the Working Drawings, shop drawings, and other submittals. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as either AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all Working Drawings, shop drawings, and other submittals.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings and Submittals, and the Specifications in 00150.35, 00150.37, & 00170.08:

- Quality control plan and personnel
- Construction schedules (baseline and monthly updates)
- Shoring and falsework calculations and drawings
- Reinforcing steel Working Drawings, shop drawings, and other submittals
- Prefabricated steel Working Drawings, shop drawings, and other submittals
- Prefabricated concrete Working Drawings, shop drawings, and other submittals
- Pile and driving equipment submittal
- Bridge rail and protective fencing Working Drawings, shop drawings, and other submittals
- Retaining wall calculations and drawings

**Deliverables and Schedule:**

- Return approved Working Drawings, shop drawings, and other submittals with comments (within time frame established in construction contract specified requirements):
  - 1 copy maintained in Project files
  - Electronic Submittals
  - Submit 1 electronic PDF mark-up/comment via email as required by the construction contract.

Consultant shall also ensure notification of approved Working Drawings, shop drawings and other submittals is provided to Agency Structure Services/Materials Unit when applicable (Portland office for steel Working Drawings, shop drawings, and other submittals; Portland or Eugene office for pre-cast Working Drawings, shop drawings, and other submittals, depending on location of fabrication facility)

**Files Retained by Consultant:**

Consultant shall maintain files of all reviewed Working Drawings, shop drawings, and other submittals according to the retention period set forth in the terms and conditions of the PA or



Contract. LPA may request these files at any time during the retention period. Consultant shall provide the files to LPA within 14 calendar days of the request.

### **Task CE-2.8 Consultation During Construction**

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC or LPA during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.

**NOTE: Design requests must be initiated by either LPA or Consultant using a Change Request Form or a RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the LAPM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant’s cost, the estimated construction cost, and the cause of the change.**

**ASSUMPTIONS FOR BUDGETING PURPOSES:** This task assumes up to 25 RFIs, each requiring up to 4 hours of staff time for preparation and documentation of the response.

#### **Deliverables and Schedule:**

- Written documentation of responses to CC or LPA inquiries. Submit 1 electronic copy to LAPM within 2 business days of inquiry unless other delivery date is agreed to by LAPM.

### **Task CE-2.9 Design Modifications [CONTINGENCY TASK, See CA/CEI SOW Section F]**

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with APM, LAPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the LAPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or SFO) to make them a part of the construction contract.

#### **Deliverables and Schedule:**

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to LAPM at date agreed to when work was requested.
- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification) - Submit to LAPM at date agreed to when work was requested.

**Task CE-2.10 Claim(s) Support [RESERVED]**

**Task CE-2.11 Public Records Request Support [RESERVED]**

**TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION**

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections, so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant's evaluation of the CC's schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have certified Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC's quality control process for compliance with the construction contract requirements. All persons involved in performing inspection duties must be certified through the Agency's Inspection Quality Assurance Program ("IQAP") in the discipline for the work they will be inspecting. Consultant's Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector ("CBCI")
- Certified Environmental Construction Inspector ("CECI")
- Certified Traffic Signal Inspector ("CTSI")
- Certified General Inspector ("CGI")
- Certified Asphalt Concrete Pavement Inspector ("ACP")
- Certified Drilled Shaft Inspector ("CDSI")
- Certified ADA Inspector ("ADAI")

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic Reports
- Erosion Control Monitoring Reports
- Turbidity Monitoring Reports

Assumptions:

- Assume one (1) inspector at twenty (20) hours per week for up to seven (7) months, including travel time to and from the site.

### **Task CE-3.1 Environmental Compliance and Mitigation Monitoring**

#### **Task CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”)**

This task involves conducting FAHP Programmatic environmental inspection site visits during the construction phase of the Project and post construction phase.

If the project utilized the FHWA Programmatic Endangered Species Consultation for the FAHP Environmental Inspections shall conform to the [FAHP User’s Guide](#).

FAHP Environmental inspections site visits are required of all projects implemented under the FAHP Programmatic Biological opinion.

For the FAHP, this includes at least 1 FAHP environmental inspection site visit and environmental inspection report for the Project for each construction year, and a FAHP environmental completion inspection site visit at Project completion and a Project Completion Report, and As-Built Report.

FAHP environmental inspections by Consultant shall be completed by a qualified Biologist or when approved by the ODOT Region Environmental Unit, an ODOT CECL.

#### **Professional Licenses, Registrations and Qualifications**

For Services under CE Task 3.1.1, the Consultant is the Professional of Record for the work, which shall be executed by a qualified Biologist or other qualified professional meeting the following minimum qualifications: 3 full years of environmental analysis or resource project management experience and a Bachelor’s degree that included 30-quarter or 20-semester hours in biology, environmental science, physical science, natural science, or closely related field. Individuals who make determinations of effect under the Endangered Species Act (“ESA”) and prepare ESA documentation must also have ODOT Biologist certification (as per Technical Services Bulletin GE12-01(B) or updated). Additional qualifications may be required for certain tasks.

The number of FAHP environmental inspection site visits shall correspond with construction stages that include high risk environmental items and best management practices. The Consultant, through the Biologist or approved CECI, shall review high risk items related to the following:

- Erosion and Sediment Control
- Pollution Control/ Containment Site Restoration

Consultant shall conduct up to 2 FAHP environmental inspection site visit and prepare an environmental inspection report summarizing site conditions and providing recommendations of measures to facilitate permit compliance and correct deficiencies

Consultant shall conduct 1 FAHP environmental completion inspection site visit and prepare the final Project Completion Report summarizing site conditions and providing recommended measures to facilitate permit compliance and documentation of any corrected deficiencies

**ASSUMPTIONS FOR BUDGETING PURPOSES:** This task assumes no more than 2 environmental site inspection(s) for Endangered Species Consultation for the FAHP. Assume up to 8 hours for each FAHP environmental site inspection(s) and environmental inspection report by either an ODOT certified Biologist or, if approved by a CECI.

**Deliverables and Schedule:**

- A draft and final Environmental Inspection Report for the inspection site visit using Agency’s template report 734-2902 (for the FAHP, it is available on the [FAHP website](#) – and submitted to the Agency and the Region Environmental Unit (“REU”). The draft Environmental Inspection Report due no later than 14 calendar days after each inspection. Final Environmental Inspection Report due no later than 14 calendar days after receiving final comments from Agency.
- Final Project Completion Report - Summarizing site conditions, recommended measures to facilitate permit compliance and documentation of any corrected deficiencies. Submitted to the REU within 60 calendar days of Second Notification.
- As-Built Report – Submit 1 electronic (PDF copy) each to APM, REU (and LAPM on LPA projects) within 30 calendar days of conducting the final site visit. The As-Built drawings can be handwritten markups of the plan sheets.

**Task CE 3.1.2 Restoration As-Built Report. [RESERVED]**

**Task CE 3.1.3 Biology Restoration Monitoring Report. [RESERVED]**

**Task CE 3.1.4 Archaeological Monitoring and Report [RESERVED]**

**Task CE-3.2 Construction Activity Monitoring**

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC’s operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days

Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by LPA.

Consultant shall perform geotechnical monitoring services including soldier pile preboring, tieback anchor installation, and tieback anchor load tests including performance and proof tests. Consultant shall also perform vibration monitoring of the Spain property (689 South End Road, Oregon City, OR 97045), and the Field property (202 5<sup>th</sup> Ave, Oregon City, OR 97045). The geotechnical monitoring services including baseline readings prior to construction of the retaining wall, and continuous reading at approximately one (1) week interval during construction of the retaining wall.

Consultant shall provide pre and post construction documentation and vertical survey of residential structures located at 202 5<sup>th</sup> Ave, Oregon City, and 689 South End Rd, Oregon City. The following is a list of subtasks to be completed:

**Task CE-3.2.1 – Site Meeting and Pre-Construction Documentation:**

1. Identify locations for installation of vertical monitor points. It is anticipated that a total of eight (8) monitoring locations (four (4) at the two building location) will be installed on the exposed exterior surface of the building foundation.
2. Perform visual documentation of interior and exterior of structure. The documentation will include photos, video if deemed useful, and measurements.
3. Documentation will be limited to those areas that are reasonably accessible based upon any physical obstructions or available space within the structure.

**Task CE-3.2.2 – Vertical Control Network:**

1. Establish a vertical control network for the purposes of vertical settlement monitoring.
2. Primary survey control (2 total) will be permanent in nature and located in areas deemed outside of the zone of influence from potential settlement.
3. Primary survey control will be either FENO anchored spike survey markers or lag bolts/leveling wall markers drilled and cemented into the foundation of an existing structure.
4. Elevations will be based on existing control points previously established for this project. The existing control points at each end of the project are based on OPUS solutions with traverse control points set in between. Digital levels will be run from the control points established with OPUS to at least two temporary benchmarks at each site.
5. The vertical control network will be established utilizing an electronic digital level.
6. Redundant field measurements will be taken, and a least squares adjustment completed to the 95% confidence level for all vertical control. The vertical accuracy of the adjusted survey control network elevations is expected to be within 0.03' at the 95% confidence interval.

**Task CE 3.2.3 – Installation of Monitoring Points:**

1. Install up to four (4) markers on exposed exterior foundation of each building. A total of eight (8) markers will be installed.

#### **Task CE 3.2.4 – Pre-Construction Monitoring Survey and Report:**

1. Complete vertical survey to collect baseline values for the installed monitoring points as follows:
  - a. For the vertical monitoring points, complete (2) independent closed level loops utilizing (2) primary offsite vertical benchmarks from Task CE-3.2.2 and a digital level.
  - b. Adjust the (2) level loops using a least squares adjustment software.
  - c. The vertical accuracy of the adjusted monitoring point elevations is expected to be within 0.03' at the 95% confidence interval.
2. Provide Pre-Construction Report with the following information:
  - d. Written report documenting the pre-construction condition of the buildings.
  - e. Photos and video documentation of the buildings.
  - f. Graphical presentation of the monitoring points located in the buildings.
  - g. Elevations of the monitoring points.

#### **Task CE-3.2.5 – Post-Construction Monitoring Survey and Report:**

1. Perform visual documentation of interior and exterior of structure. The documentation will include photos, video if deemed useful, and measurements.
2. Documentation will be limited to those areas that are reasonably accessible based upon any physical obstructions or available space within the structure.
3. The vertical survey and report for Task CE-3.2.5 will be performed in a similar manner to Task CE-3.2.4 with similar deliverables.

#### **Assumptions:**

1. The building interior and exterior are accessible to perform work.
2. The site is accessible to perform work.
3. The building foundation is in suitable condition to support monitoring locations without damage and does not include repair of foundation.
4. Report will present data and observations.
5. Elevations based upon NAVD 88 datum per 2 hour static OPUS Solution.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities, Consultant shall prepare source documents (“Paynotes”) for all pay items and include supporting documentation to support each payment. Consultant shall keep quantity documentation current at all times and available for LPA review upon request.

#### **Deliverables and Schedule:**

- General Daily Progress Reports – Complete each day Consultant is on-site. Submit via email to LAPMas Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.

- Current Digital Photo-log of construction activities – Submit via email to LAPM via email or email link as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.
- Source Documents “Paynotes” - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation – Complete and submit via email as work is performed. In addition, follow protocol provided in Task 2.5 – Monthly Preliminary Progress Estimates and Task 5.4. – Submittal of Final Project Documentation.
- CC’s EEO/DBE and OJT/Apprenticeship reports, if required – Submit as required by construction contract.

**Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials)**

Consultant shall document the work and Non-Field-tested materials incorporated into the Project by completing Field Inspection Reports (FIRs) as required by the ODOT Construction Manual, Chapter 12C – Quality and the Non-Field-Tested Materials Acceptance Guide. Consultant shall log the FIRs and other supporting quality documentation into the applicable Test Summary and keep up to date and available for review by LPALPA and Agency. Consultant shall maintain the Non-Field-Tested Materials Test Summary (Test Summary “A”) as detailed in the ODOT Construction Manual.

Consultant shall monitor the CC’s Quality Control (“QC”) program for conformance with requirements of the ODOT Manual of Field Test Procedures and the construction contract documents. Consultant shall coordinate with the ODOT Region Quality Assurance Coordinator (“QAC”) to confirm that adequate verification and independent assurance (“IA”) testing is performed.

LPA staff will perform the verification and IA testing; it is **not** a Consultant task under this CA/CEI SOW.

Consultant shall monitor the CC’s QC Program. Oversight of the QC Program is conducted by the QCCS who is experienced and certified in all areas of field material testing and documentation. According to the Agency’s Technician Certification Program, the QCCS is required to maintain certification in at least the following disciplines: CAgT, CEBT, CAT 1, CDT and QCT. The QCCS is required to maintain certification in these material testing disciplines throughout the duration of all the CA/CEI Services. The QCCS shall follow the requirements of the Quality Assurance Program located in Section 2 of the ODOT Manual of Field Test Procedures and the roles and responsibilities outlined in the QCCS Handbook.



The following are the approved Technician Certifications currently in place in the Technician Certification Program:

- Certified Aggregate Technician (“CAgT”)
- Certified Embankment and Base Technician (“CEBT”)
- Certified Density Technician (“CDT”)
- Certified Asphalt Technician I (“CAT-I”)
- Certified Asphalt Technician II (“CAT-II”)
- Certified Mix Design Technician (“CMDT”)
- Quality Control Technician (“QCT”)
- Concrete Control Technician (“CCT”)
- Concrete Strength Testing Technician (“CSTT”)

**Consultant shall:**

- Review and monitor the CC's documentation for the quality of all materials incorporated into the Project.
- Verify that all materials furnished and placed on the Project comply with the approved specifications.
- Certify that the documentation confirms that all materials comply with construction contract requirements.
- Maintain the Test Summary for Non-Field-Tested Materials and Field-Tested Materials (Test Summary “A”, “B” and “B-QA”) as detailed in the ODOT Construction Manual, Chapter 12B Quality.
- Identify and monitor CC’s quality control technicians and require proper and current certification(s), and require that proper testing frequencies and procedures are being followed. Monitoring must be done by Consultant staff experienced in all areas of field testing and documentation and certified by ODOT’s Technician Certification Program for the specific tests being monitored.
- Take appropriate action if CC’s quality contract technicians do not have proper or current certifications or if proper testing frequencies and procedures are not being followed.
- Obtain, review and compile all required Project quality documentation in accordance with the ODOT Construction Manual and the construction contract documents.
- Communicate with LPA’s QAC to facilitate timeliness and efficiency in the verification and IA testing work and compliance with all requirements of the ODOT Manual of Field Test Procedures and contract documents.
- Compare CC’s QC test results to LPA or ODOT’s verification test results to verify they are within IA parameters.
- Take appropriate action and work with APM to resolve any discrepancies between CC’s QC test results and the ODOT verification test results.
- Prepare quality price adjustments as necessary for materials.

**Deliverables and Schedule:**

- Field Inspection Reports (“FIRs”) and Non-Field-Test Summaries – Submit via email as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.

- Field-Test Summaries and other Project field-tested materials quality documentation – Submit via email as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.

**Task CE-3.4 ADA Ramp Inspection [RESERVED]**

**TASK CE-4 CONSTRUCTION SURVEYING [RESERVED]**

**Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor’s Survey Work [RESERVED]**

**Task CE-4.2 Construction Survey and Staking [RESERVED]**

**Task CE-4.3 Locate, Recover and Reference Monuments [RESERVED]**

**Task CE-4.4 Right of Way (“ROW”) Monumentation [RESERVED]**

**Task CE-4.5 Monumentation Survey Filing Map (SFM) [RESERVED]**

**TASK CE-5 PROJECT CLOSE-OUT**

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project Acceptance.

**Task CE-5.1 Final Inspection(s) and Submittals**

LPALPA shall issue Second Notification when all on-site bid item and CCO, EWO and SFO work is completed per the Specifications, in 00150.90(a) and 00180.50(g) (Refer to the ODOT Construction Manual, Chapter 13 – Contract Time.)

**Consultant shall:**

- Attend a review of the Project at a time close to completion of on-site work.
- Attend and lead a Project Final Inspection with CC and Agency within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup according to the Specifications in 00140.90 have been completed.
- Prepare a punch-list of items to be corrected by the CC.
- Once the punch-list items have been corrected, meet at Project site with Agency (and LPA if applicable) for a follow-up to the Final Inspection.
- Include a letter from the LPA or other funding source stating that it accepts the Project as being complete.
- Assist the LPA in completing the Prime Contractor Performance Evaluation (form 734-2884) annually and within 60 calendar days of Second Notification and submit to Agency after receipt back from CC. (Refer to the ODOT Construction Manual, Chapter 34 – Contractor Performance Evaluation).
- Send the Contractor Construction Process Feedback (form 734-2469) to the CC upon completion of construction. (Refer to the ODOT Construction Manual, Chapter 34 – Contractor Performance Evaluation).
- Recommend to LPA to issue Third Notification to CC after all construction contract work and inspections are complete, and all required documentation is submitted per Oregon Standard Specifications for Construction, according to the Specifications in 00150.90. (Refer to the ODOT Construction Manual, Chapter 40 – Third Notification.)

### **Deliverables and Schedule:**

- Recommendation of Second Notification - due within 2 business days of completion of on-site work. Submit 1 electronic copy to APM. Also submit via email, 1 copy to ODOT District Manager, ODOT Region Survey Manager, and ODOT Region Right of Way Manager.
- Recommendation of Project Acceptance (form 734-1384) - Submit electronic copy to APM and EDMS upon completion of final inspection per Construction Manual Chapter 36.
- LPA or other funding source letter of Project Acceptance
- Recommendation of Third Notification – due within 2 business days of completion of all construction contract work. Submit 1 electronic copy to APM..
- Prime Contractor Performance Evaluation (form 734-2884). Submit to CC annually, and within 60 calendar days of issuance of Second Notification. Submit electronic forms to Agency upon receipt from CC. If CC does not sign and return, submit unsigned forms to Agency within 15 calendar days of sending to CC. Contractor Construction Process Feedback (form 734-2469). Send to CC when performing final evaluation for the Project. Submit electronic forms to Agency upon receipt from CC.

### **Task CE-5.2 As-Constructed Plans**

Consultant shall prepare as-constructed plans in conformance with the following reference documents as applicable to the Project:

1. **Bridge Plans**, [ODOT Bridge CAD Manual](#) (“BCM”)
2. **Roadway Plans**, All plans with a V-number must conform to the ODOT Contract Plans Manual at <https://www.oregon.gov/ODOT/Engineering/Pages/Drafting.aspx>
3. **Traffic Plans:**
  - **Traffic Signal Plans**, [ODOT Signal Design Manual](#)
  - **Sign Plans**, [ODOT Traffic Sign Design Manual](#)
  - **Illumination Plans**, follow the same file naming conventions as Signals and Signs, except use “IL” extension: key number + TR + IL1. Example: “10104TR.IL1” would be the file name for key number 10104.)  
[https://www.oregon.gov/ODOT/Engineering/Documents\\_TrafficStandards/Lighting-Policy-Guidelines.pdf](https://www.oregon.gov/ODOT/Engineering/Documents_TrafficStandards/Lighting-Policy-Guidelines.pdf)

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to ODOT.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.
- Following submittal to ODOT, the APM will coordinate any needed reviews by the ODOT Tech Center for projects on or connected to ODOT facilities.

### **Deliverables and Schedule:**

In addition to the deliverables listed below, Consultant shall submit paper format of as-constructed mark-ups to APM (if requested) for Tech Center reviews when projects are on or connected to ODOT facilities.

[Delete individual sections below for Bridge, Roadway, or Traffic Plans if they are not applicable to the Project. Add formats (such as paper or Mylar, etc.) if required by LPA. Otherwise, LPA can get copy of PDF from FTP site linked below.]

### **1. Bridge Plans (required for all ODOT and LPA Projects with bridges):**

[Delete As-Constructed Bridge Plan language if not applicable to the Project. If applicable, the following must be included without any additions, deletions or revisions except as noted below.]

Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

- Electronic files package: Stamped and signed PDF file (11 inch x 17 inch) that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project)
- Also, place copies in the appropriate ProjectWise folder or send using a file transfer method, the following reports/records prepared/submitted in earlier phases:
  - Copy of Final Foundation Geotechnical report
- Send email notification to APM, LAPM (if applicable) and to <mailto:ODOTBridgeEngineeringSection@odot.state.or.us> after placing files in ProjectWise or sending them via file transfer.

### **2. Roadway Plans**

[Delete As-Constructed Roadway Plan language if not applicable to the Project. If applicable, the following must be included without any additions, deletions or revisions except as noted below.]

Consultant shall submit stamped and signed as-constructed plans within 30 calendar days of issuance of Third Notification as follows:

- Electronic PDF file that includes all roadway plan sheets showing red-line as-constructed markups.
- Use file naming convention as shown in [Contract Plans Development Guide, Vol 1](#).
- In the “AsConstructedPlans” folder on the ODOT FTP directory <ftp://ftp.odot.state.or.us/AsConstructedPlans/> create a subfolder under the “Roadway” folder using the ODOT key number for the subfolder name. Place the PDF file in the key number folder.
- Send email notification to APM (and LAPM if applicable) and to [mapsandplans@odot.state.or.us](mailto:mapsandplans@odot.state.or.us) after placing files on FTP site (include link to applicable FTP subfolder in email).

### **3. Traffic Plans (Traffic Signal, Traffic Sign, or Illumination)**

[Delete As-Constructed Traffic Plan language if not applicable to the Project. If applicable, the following must be included without any additions, deletions or revisions except as noted below.]

Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

- Electronic files package: Stamped and signed PDF file (11 inch x 17 inch) that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project).
- Follow the file naming convention required as shown in the applicable manuals referenced above.

- Place the PDF files in the appropriate ProjectWise folder. If not in ProjectWise, submit files using a file transfer method (do not send as an email attachment).
- Send email notification to APM, LAPM (if applicable) and to [TEOS.info@odot.state.or.us](mailto:TEOS.info@odot.state.or.us) after placing files in ProjectWise or sending them via file transfer.

**Task CE-5.3 Structure Load Rating [RESERVED]**

**Task CE-5.4 Submittal of Final Project Documentation [RESERVED]**

**Task CE 5.5 ODOT Stormwater Operation and Maintenance (“O&M”) As-Constructed Package [RESERVED]**

**E.2 PROJECT SCHEDULE**

**Schedule Assumptions**

The Project is scheduled for a \_November 17, 2021 bid opening for the CC. It is anticipated that the CC will receive NTP no later than \_January 26, 2022\_\_\_\_. Agency shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work, with the exception of plant establishment work is assumed to be completed by \_November 14, 2022\_\_\_\_.
- The plant establishment period is assumed to be a 1–year period.
- All work for this CA/CEI SOW is to be completed within 30 calendar days of Consultant issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is \_November 14, 2023\_\_\_\_.
- Third notification to the CC is assumed to be issued on or before \_\_August 31, 2024\_\_\_\_\_.

**F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CA/CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by LAPM.LAPM If requested by LPALPA, Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If LPA chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without a fully executed amendment. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

**Contingency Task Summary Table**

<b>CONTINGENCY TASK DESCRIPTION</b>	<b>(UNIT) NTE</b>	<b>MAX QUAN.</b>	<b>METHOD OF COMP.</b>	<b>CONTINGENCY NTE AMOUNT</b>
Task CE-2.3 Quality Assurance & Contract Administration Plan	\$	1	TMM	\$2,896.71
Task CE-2.9 Design Modifications	\$	1	TMM	\$8,764.97
<b>Total NTE For All Contingency Tasks:</b>				<b>\$11,661.68</b>

## Summary Breakdown of Costs

PA/ATA or Contract Number: 2018-103, Amendment 4

WOC Number: N/A

PROJECT NAME: South End Road at Milepost 3.8

Total Non-Contingency Hours	2527
Total Non-Contingency Labor Costs	\$ 301,519.25
Total Non-Contingency Direct Expenses	\$ 22,172.14
Total Non-Contingency Costs	\$ 323,691.39
Total Non-Contingency Profit	\$ 31,629.76
<b>Total Non-Contingency Cost + Profit</b>	<b>\$ 355,321.14</b>

Total Contingency Hours	76
Total Contingency Labor Costs	\$ 10,554.55
Total Contingency Direct Expenses	\$ -
Total Contingency Costs	\$ 10,554.55
Total Contingency Profit	\$ 1,107.12
<b>Total Contingency Cost + Profit</b>	<b>\$ 11,661.67</b>

<b>TOTAL</b>	<b>\$ 366,982.82</b>
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**Breakdown of Costs - Dated: 7/2/21**

PA/ATA or Contract Number: 2011-103, Amendment 4  
 WOC Number: N/A  
 PROJECT NAME: South East Road at Williamsburg

Cell Color Legend

Yellow cells are for data entry  
 Green cells have formulas (no data entry unless specified)  
 Grey cells are section dividers (no data entry unless specified)

For Instructions, (no data entry unless specified) "Instructions" tab below.

Job Classifications (Individual names are optional)

Direct Salary Rate (Avg. Actual, May Current Year)  
 Annualized Direct Salary Rate (OR enter Negotiated Billing Rate)  
 Fully Burdened Billing Rate

NON-CONTINGENCY TASKS/DELIVERABLES

CE1 PROJECT MANAGEMENT OF CANE SERVICES

CE1.1 Coordination 70

CE1.2 Status Reports and Invoicing 32

CE2 CONSTRUCTION CONTRACT ADMIN/ CONSTRUCTION ENGINEERING AND INSPECTION (CACEE)

CE2.1 Pre-Construction Conference 4

CE2.2 Cooperative Arrangement (Partnership) (RESERVED)

CE2.3 Quality Assurance & Contract Administration Plan

CE2.4 Construction Contract Administration (RESERVED)

CE2.5 Monthly Preliminary Progress Estimate (RESERVED)

CE2.6 Project Progress Meetings

CE2.7 Working Drawings, Shop Drawings, and other Submittal Reviews 8

CE2.8 Consultation During Construction 4

CE3 CONSTRUCTION ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION (CESWI)

CE3.1 Environmental Compliance and Mitigation Monitoring

CE3.2 Environmental Spill Response for the Federal-Aid Highway

CE3.3 Reclamation As-Built Report (RESERVED)

CE3.4 Biological Monitoring Report (RESERVED)

CE3.5 Quality Control Monitoring (Non-Field Tasked and Field-Tested Materials)

CE4 CONSTRUCTION SURVEYING (RESERVED) (ANCE (A) of Construction Contractor's Survey Work (RESERVED))

CE4.1 Construction Survey and Staking (RESERVED)

CE4.2 Right-of-Way (ROW) Monumentation (RESERVED)

CE4.3 Monumentation Survey Flag Map (SFM) (RESERVED)

CE5 PROJECT GLOBE-OUT

CE5.1 Final Inspection(s) and Submittals

CE5.2 As-Constructed Plans

CE5.3 Structure Load Rating (RESERVED)

CE5.4 Submittal of Final Project Documentation (RESERVED)

CE5.5 Construction Closeout (RESERVED) (ANCE (A) of Construction Package (RESERVED))

CE5.6 TOTAL Non-Contingency 213

CONTINGENCY TASKS/DELIVERABLES

CE2 CONSTRUCTION CONTRACT ADMIN/ CONSTRUCTION ENGINEERING AND INSPECTION (CACEE)

CE2.1 Quality Assurance & Contract Administration Plan

CE2.2 Design Modifications 16

CE2.3 TOTAL Contingency 8

CE2.4 TOTAL Non-Contingency + Contingency 221

MULTIPLIERS

% of Budget in Current Year (CY)	170.54%
% of Budget in CY+1	86.90%
% of Budget in CY+2	62.77%
% of Budget in CY+3	5.00%
Annual Escalation Rate	3.50%
Weighted Escalation Factor	1.042

The values will be zero if a firm uses Negotiated Billing Rates (NBRs); otherwise, use applicable Overhead, FCOM, and escalation at 3.5%.

**David Evans and Associates, Inc.**

**DATA ENTRY SECTION**

Task #	Project Manager	Project Manager IV	Scientist IV	Engineer V	Engineer VI	Designer IV	Engineer IV	Engineer IV	Engineer IV	Designer I	QA/QC Specialist III	QA/QC Specialist III	QA/QC Specialist III	Construction Inspector III	COE Delivery Leader II	Project Surveyor III	Survey Analyst II	Party Chmr III	Field Survey Technician IV	Project Manager IV	
102																					
199				22	16																
4																					
93				22																	
8																					
4					16																
0			40	60	0	0	0	0	0	0	0	48	0	609	5	30	4	116	116	0	0
40																					
60																					
48																					
0				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0																					
2				8	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0
2					8									8							
0																					
213			40	82	16	8	0	82	108	0	111	20	702	5	30	4	116	116	0	0	0
8				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8					16				32		20										
8				0	0	0	0	0	32	0	20	0	0	0	0	0	0	0	0	0	0
221			40	82	32	8	0	82	140	0	131	20	702	5	30	4	116	116	0	0	0



**Breakdown of Costs - Dated: 7/29/21**  
 PAA/ATA or Contract Number: 2011-103, Amendment 4  
 WOC Number: 787, South East Road at Millersburg  
 PROJECT NAME: South East Road at Millersburg

Call color legend  
 Yellow cells are for data entry  
 Green cells have formulas  
 (no data entry unless specified)  
 Grey cells are section dividers  
 (no data entry unless specified)

For Instructions, "Instructions" tab below.  
 Job Classifications (Individual names are optional)

Direct Salary Rate (Avg. Actual, May Current Year)  
 Annualized Direct Salary Rate (OR enter Negotiated Billing Rate)  
 Fully Burdened Billing Rate

Task # NON-CONTINGENCY TASKS/DELIVERABLES

Task #	Annualized Direct Salary Rate (OR enter Negotiated Billing Rate)	Fully Burdened Billing Rate	Hours	Escalated Direct Labor	Overhead	FCCM	Direct Expenses	Total Cost	Profit
CE1	PROJECT MANAGEMENT OF CANOE SERVICES		142	\$ 8,011	\$ 18,373	\$ 26	\$ -	\$ 26,390	\$ 2,727
CE1.1	Coordination		86	\$ 5,106	\$ 10,412	\$ 16	\$ -	\$ 15,534	\$ 1,754
CE1.2	Status Reports and Invoices		56	\$ 3,495	\$ 8,961	\$ 9	\$ -	\$ 9,466	\$ 993
CE2	CONSTRUCTION CONTRACT ADMIN/ CONSTRUCTION ENGINEERING AND INSPECTION (CACEE)		415	\$ 241,506	\$ 38,676	\$ 48	\$ 1,892	\$ 282,122	\$ 6,109
CE2.1	Pre-Construction Conference		10	\$ 598	\$ 969	\$ 2	\$ -	\$ 1,569	\$ 161
CE2.2	Cooperative Arrangement (Partnership) (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.3	Quality Assurance & Contract Administration Plan		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.4	Construction Contract Administration (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.5	Monthly Preliminary Progress Estimate (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.6	Project Progress Meetings, Shop Drawings, and other Submittal		217	\$ 12,443	\$ 21,220	\$ 34	\$ 1,042	\$ 34,739	\$ 3,535
CE2.7	Reviews		108	\$ 4,627	\$ 7,890	\$ 12	\$ -	\$ 12,509	\$ 1,314
CE2.8	Consultation During Construction		80	\$ 3,868	\$ 6,537	\$ 10	\$ -	\$ 10,415	\$ 1,093
CE2.9	Construction Contract Administration (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE3	WORK ZONE MONITORING AND INSPECTION		1028	\$ 440,314	\$ 68,752	\$ 109	\$ 1,949	\$ 511,024	\$ 11,452
CE3.1	Environmental Compliance and Mitigation Monitoring		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE3.1.1	Environmental Spill Response Consultation for the Federal-Aid Highway		40	\$ 2,231	\$ 3,804	\$ 6	\$ -	\$ 6,041	\$ 634
CE3.1.2	Rescue and Abandonment (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE3.1.3	Biological Resource Monitoring Report (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE3.2	Construction Activity Monitoring		940	\$ 335,700	\$ 60,985	\$ 97	\$ 1,648	\$ 398,488	\$ 10,158
CE3.3	Materials		48	\$ 2,253	\$ 3,962	\$ 6	\$ 392	\$ 6,594	\$ 660
CE4	CONSTRUCTION SURVEYS (RESERVED) - Advance (QA) of Construction Contractor's Survey Work (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE4.1	Right-of-Way (ROW) Monumentation (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE4.2	Construction Survey and Staking (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE4.3	Right-of-Way (ROW) Monumentation (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE4.4	Monumentation Survey Flag Map (SFM) (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE5	PROJECT GLOBE-OUT		26	\$ 1,194	\$ 2,019	\$ 3	\$ 34	\$ 3,240	\$ 336
CE5.1	Final Inspection(s) and Submittals		8	\$ 300	\$ 512	\$ 1	\$ 34	\$ 847	\$ 86
CE5.2	As-Constructed Plans		18	\$ 894	\$ 1,507	\$ 2	\$ 2,904	\$ 5,305	\$ 551
CE5.3	Structure Load Rating (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE5.4	Submission of Final Project Documentation (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE5.5	Construction Package (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE5.5	TOTAL Non-Contingency		1811	\$ 725,695	\$ 119,899	\$ 196	\$ 3,074	\$ 848,664	\$ 20,628

CONTINGENCY TASKS/DELIVERABLES

Task #	Annualized Direct Salary Rate (OR enter Negotiated Billing Rate)	Fully Burdened Billing Rate	Hours	Escalated Direct Labor	Overhead	FCCM	Direct Expenses	Total Cost	Profit
CE2	CONSTRUCTION CONTRACT ADMIN/ CONSTRUCTION ENGINEERING AND INSPECTION (CACEE)		76	\$ 3,897	\$ 6,647	\$ 11	\$ -	\$ 10,555	\$ 1,107
CE2.3	Quality Assurance & Contract Administration Plan		20	\$ 968	\$ 1,651	\$ 3	\$ -	\$ 2,622	\$ 275
CE2.4	Design Modifications		56	\$ 2,929	\$ 4,996	\$ 8	\$ -	\$ 7,933	\$ 832
CE2.5	Construction Contract Administration (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.6	Project Progress Meetings, Shop Drawings, and other Submittal		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.7	Reviews		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.8	Consultation During Construction		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.9	Construction Contract Administration (RESERVED)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CE2.9	TOTAL Contingency		76	\$ 3,897	\$ 6,647	\$ 11	\$ -	\$ 10,555	\$ 1,107
CE2.9	TOTAL Non-Contingency + Contingency		1,887	\$ 729,592	\$ 126,546	\$ 207	\$ 3,074	\$ 859,213	\$ 21,735

Enter Billing Rate

These values will be zero if a contract is not awarded. If applicable, use applicable Overhead, FCCM, and Escalation Rate.

% of Budget in Current Year (CY)	0.00%	Accepted Overhead	13.866%
% of Budget in CY+1	86.00%	FCCM	0.00%
% of Budget in CY+2	10.00%	Escalation Rate	0.00%
% of Budget in CY+3	5.00%	Annual Escalation Rate	3.80%
Weighted Escalation Factor	1.042		

**Heritage Research Associates, Inc.**

DATA ENTRY SECTION										CALCULATION SECTION					Certification:		DEE				
CR Project Manager	SI Archaeologist	Archaeologist	Technical MA	Director/Field	Crew	Office/Lab Support	Hours	Escalated Direct Labor	Overhead	FCCM	Direct Expenses	Total Cost	Profit	Hours	Escalated Direct Labor	Overhead	FCCM	Direct Expenses	Total Cost	Profit	
\$69.61	\$69.61	\$48.40	\$54.28	\$29.59	\$24.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10.80%
\$161.83	\$161.83	\$126.16	\$93.12	\$77.12	\$72.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10.80%

**Shannon & Wilson**

DATA ENTRY SECTION										CALCULATION SECTION					Certification:		DEE				
St. VP	VP	St. Assoc.	Assoc.	St. Prct III	St. Prct II	St. Prct I	Hours	Escalated Direct Labor	Overhead	FCCM	Direct Expenses	Total Cost	Profit	Hours	Escalated Direct Labor	Overhead	FCCM	Direct Expenses	Total Cost	Profit	
\$91.16	\$79.00	\$72.13	\$57.00	\$49.00	\$46.00	\$43.00	\$39.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10.80%
\$96.02	\$81.30	\$75.18	\$59.41	\$51.07	\$47.95	\$44.82	\$40.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10.80%
\$202.29	\$265.65	\$238.19	\$188.02	\$168.02	\$168.02	\$168.02	\$129.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	10.80%



**Breakdown of Costs - Dated: 7/29/21**  
 PAATA or Contract Number: 2018-09, Amendment 4  
 WOC Number: 100, South East Road at Mississippi  
 Project Name: South East Road at Mississippi

Cell Color Legend
Yellow cells are for data entry
Green cells have formulas (no data entry unless specified)
Grey cells are section dividers (no data entry unless specified)
For Instructions, "Instructions" tab below.
Job Classifications (Individual names are optional)

Task #	Annualized Direct Salary Rate (Avg. Actual, May Current Year)	Direct Salary Rate (PR, enter N/A unless Billing Rate)	Fully Burdened Billing Rate	Hours/Task	Total Cost	Profit	Cost + Profit	% of Total Non-Contingency Labor
<b>NON-CONTINGENCY TASKS/DELIVERABLES</b>								
CE1	PROJECT MANAGEMENT OF CA/CEI SERVICES				\$ 26,999	\$ 2,727	\$ 29,726	8.6%
CE1.1	Coordination				\$ 16,534	\$ 1,734	\$ 18,268	5.9%
CE1.2	Status Reports and Invoices				\$ 9,466	\$ 993	\$ 10,459	3.1%
CE2	CONSTRUCTION CONTRACT ADMIN/ CONSTRUCTION ENGINEERING AND INSPECTION (CA/CEI)				\$ 68,023	\$ 7,421	\$ 75,444	22.2%
CE2.1	Pre-Construction Conference				\$ 1,888	\$ 161	\$ 2,049	0.6%
CE2.2	Cooperative Arrangement (Partnership) (RESERVED)							
CE2.3	Quality Assurance & Contract Administration Plan							
CE2.4	Construction Contract Administration (RESERVED)							
CE2.5	Monthly Preliminary Progress Estimates (RESERVED)							
CE2.6	Project Progress Metrics				\$ 34,728	\$ 3,535	\$ 38,272	11.2%
CE2.7	Working Drawings, Shop Drawings, and other Submittal Reviews				\$ 17,932	\$ 1,881	\$ 19,813	5.9%
CE2.8	Consultation During Construction				\$ 13,775	\$ 1,444	\$ 15,209	4.6%
CE2.9	Construction Progress Reports (RESERVED)							
CE2.10	Construction Progress Reports (RESERVED)							
CE3	WORK ZONE MONITORING AND INSPECTION				\$ 288,429	\$ 21,545	\$ 310,000	88.1%
CE3.1	Environmental Compliance and Mitigation Monitoring							
CE3.1.1	Endangered Species Consultation for the Federal-Aid Highway Program				\$ 6,041	\$ 634	\$ 6,674	2.0%
CE3.1.2	Recreation Asset Report (RESERVED)							
CE3.1.3	Biological Resource Monitoring Report (RESERVED)							
CE3.2	Construction Activity Monitoring				\$ 213,794	\$ 20,292	\$ 234,045	64.0%
CE3.3	Quality Control Monitoring (Non-Field Treated and Field-Treated Materials)				\$ 6,594	\$ 660	\$ 7,254	2.1%
CE3.4	ADA Ramp Inspection (RESERVED)							
CE4	CONSTRUCTION SURVEYS (RESERVED)							
CE4.1	Construction Survey (RESERVED) (variance CA/CEI of Construction Contractor's Survey Work (RESERVED))							
CE4.2	Construction Survey and Staking (RESERVED)							
CE4.4	Right of Way (ROW) Monumentation (RESERVED)							
CE4.5	Monumentation Survey Flap Map (SPM) (RESERVED)							
CE5	PROJECT CLOSE-OUT				\$ 3,240	\$ 336	\$ 3,577	1.1%
CE5.1	Final Inspections and Submittals				\$ 847	\$ 85	\$ 932	0.3%
CE5.2	As-Constructed Plans				\$ 2,394	\$ 251	\$ 2,645	0.8%
CE5.3	Structure Load Rating (RESERVED)							
CE5.4	Submittal of Final Project Documentation (RESERVED)							
CE5.5	Construction Closeout (Closeout) (RESERVED)							
<b>TOTAL Non-Contingency</b>					<b>\$ 323,691</b>	<b>\$ 31,630</b>	<b>\$ 355,321</b>	
<b>CONTINGENCY TASKS/DELIVERABLES</b>								
CE2	CONSTRUCTION CONTRACT ADMIN/ CONSTRUCTION ENGINEERING AND INSPECTION (CA/CEI)				\$ 10,855	\$ 1,197	\$ 12,052	
CE2.3	Quality Assurance & Contract Administration Plan				\$ 2,622	\$ 275	\$ 2,897	
CE2.4	Design Modifications				\$ 7,933	\$ 832	\$ 8,764.97	
<b>TOTAL Contingency</b>					<b>\$ 10,855</b>	<b>\$ 1,197</b>	<b>\$ 12,052</b>	
<b>TOTAL Non-Contingency + Contingency</b>					<b>\$ 334,546</b>	<b>\$ 32,737</b>	<b>\$ 367,283</b>	



October 28, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Contract Amendment #2 between Water Environment Services and Otak, Inc. for the Water Environment Services & Happy Valley Storm System Master Plan**

<b>Purpose/Outcomes</b>	This contract is to complete a Storm System Master Plan on behalf of WES, Clackamas County, and the City of Happy Valley. Amendment #2 will add capacity to conduct targeted basin planning and expand CIP development.
<b>Dollar Amount and Fiscal Impact</b>	The original contract amount was \$476,999.00; Amendment #2 adds \$215,602.00 for a total not to exceed \$692,601.00.
<b>Funding Source</b>	WES Surface Water Operating Funds. No general funds.
<b>Duration</b>	Amendment execution through June 30, 2022.
<b>Previous Board Action</b>	Original Contract approved by the Board on 4-25-2019. Reviewed in Issues on October 26, 2021.
<b>Strategic Plan Assignment</b>	This project aligns with the County's strategic goals of building strong infrastructure and also honoring, utilizing, promoting, and investing in the county's natural resources. This project also supports WES's resiliency and infrastructure performance goals in two ways: <ul style="list-style-type: none"> <li>• 30% of streams within WES' jurisdiction meet or exceed water quality standards.</li> <li>• Initiative: By December 31, 2020, Clackamas County will adopt a Master Plan for surface water management that will enhance the quality of surface water.</li> </ul>
<b>Procurement Review</b>	Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no If no, provide a brief explanation:
<b>Counsel Review</b>	This Contract Amendment was reviewed by County Counsel on October 11, 2021.
<b>Contact Person</b>	Leah Johanson, Civil Engineer, 503-742-4620 Ron Wierenga, Environmental Services Manager 503-742-4581
<b>Contract #</b>	1367

**BACKGROUND:**

Otak is under contract to prepare the Storm System Master Plan on behalf of WES, Clackamas County, and the City of Happy Valley. WES is investing in the Storm System Master Plan to enhance the quality of surface water and prioritize system extensions, repairs, and upgrades throughout its stormwater service area. The original scope of work included review of existing data, field work, draft project list, and recommended modeling to address specific problem areas.

While initially contemplated, the scope of the original contract did not include extensive storm system modeling and targeted basin planning, rather that work would be proposed as-needed. After completing an extensive portion of the original scope, WES has identified the need for Otak to complete a Targeted Storm System Capacity Study in a high-priority chronic drainage area in Happy Valley. There are several conveyance system failures all in a localized area that if addressed individually may not cost effectively address the problems. The scope of work for the study includes detailed data review and modeling, inlet capacity analysis, data collection, and identification of potential solutions to address the chronic drainage issues. Amendment #2 includes \$164,000 for the Targeted Storm System Capacity Study.

In addition, the project has been delayed in 2020 due to complications imposed by the ongoing COVID-19 pandemic and by the need for additional project reviews and a more complex CIP design process. Amendment #2 includes \$51,402 for this additional work.

**PROCUREMENT PROCESS:**

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute Amendment #2 between Water Environment Services and Otak, Inc. for the Water Environment Services & Happy Valley Storm System Master Plan.

Respectfully submitted,

**Chris Storey**  
Digitally signed by Chris Storey  
Date: 2021.10.20 11:09:29 -07'00'

Chris Storey, Assistant Director  
Water Environment Services

Placed on the BCC agenda \_\_\_\_\_ by Procurement and Contract Services.

**AMENDMENT #2**  
**TO THE CONTRACT DOCUMENTS WITH OTAK, INC. FOR WATER ENVIRONMENT**  
**SERVICES AND HAPPY VALLEY STORM SYSTEM MASTER PLAN (2018-115)**  
**Contract #1367**

This Amendment #2 is entered into between **Otak, Inc.** ("Contractor") and Water Environment Services ("District") and shall become part of the Contract documents entered into between both parties on **April 25, 2019** ("Contract").

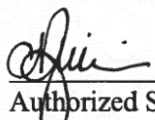
The Purpose of this Amendment #2 is to make the following changes to the Contract:

1. ARTICLE I, Section 1. **Effective Date and Duration** is hereby amended as follows:  
 The Contract termination date is hereby changed from January 21, 2022 to **June 30, 2022**.
  
2. ARTICLE I, Section 2. **Scope of Work** is hereby amended as follows:  
 As a result of the initial storm system masterplan work, the District has identified the need to complete a more detailed Targeted Storm System Capacity Study in a high-priority chronic drainage area. The supplemental scope of work is attached as **Exhibit G** and hereby incorporated by reference.
  
3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:  
 District is authorizing an additional **\$215,602.00** in fees to complete the additional Work. The additional fee schedule is included with Exhibit G. The total Contract compensation shall not exceed \$692,601.00.

ORIGINAL CONTRACT	\$ 476,999.00
AMENDMENT #1	Time Extension
<u>AMENDMENT #2</u>	<u>\$ 215,602.00 + Time</u>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 692,601.00</b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

**Otak, Inc.**  
**808 SW Third Ave., Ste. 300**  
**Portland OR 97204**

  
 \_\_\_\_\_  
 Authorized Signature                      Date                      10/12/2021  
MILLICENT WILLIAMS  
 \_\_\_\_\_  
 Printed Name

**Water Environment Services**

\_\_\_\_\_  
 Chair  
 \_\_\_\_\_  
 Recording Secretary  
 \_\_\_\_\_  
 Date

**Approved as to form**  
 Amanda Keller Digitally signed by Amanda Keller  
Date: 2021.10.19 16:11:44 -0700  
 \_\_\_\_\_  
 County Counsel                                      Date

**EXHIBIT G**  
**SUPPLEMENTAL SCOPE OF WORK AND ASSOCIATED FEE SCHEDULE**



# **WES and Happy Valley Storm System Master Plan**

## **Otak Project #19109**

### **Contract Amendment No. 2**

### **Supplemental Scope of Work**

**August 20, 2021**

## **UNDERSTANDING**

As with many planning projects, scope of work may shift over the months, some tasks may be underestimated or overestimated, and additional services may be requested. The project has been delayed in 2020 due to changes in the work environment and staffing related to COVID-19 and by the need for additional project definition, reviews, and a more complex CIP design process. In addition, WES has newly recognized a high-priority drainage concern which requires additional study. The purpose of this amended scope is to supplement the original contract scope of work.

### **Supplement Scope of Work in Existing Tasks**

Task 1.1.a, Project Management Communications, is amended to include up to 17 additional one-hour coordination meetings while the project is extended from January 31, 2021 to June 30, 2022 (17 months). Due to the efficiency of these meetings demonstrated over the duration of the project thus far, our anticipated budget need for the additional scope of work is approximately 50% of the per/meeting unit cost in the contracted scope of work. This task is also known as Phase 110, Task A00 on our invoices.

Task 1.1.c, Project Management Monthly Status Reports, is amended to include 17 additional status reports. Due to the efficiency in completing this task over the duration of the project thus far, our anticipated budget need for the additional scope of work is approximately 75% of the per report unit cost in the contracted scope of work. This task is also known as Phase 110, Task C00 on our invoices.

Task 5.1.b.vi, Finalize Program Fact Sheets, is amended to include three additional Program Fact Sheets. In addition, we slightly underestimated the amount of work needed for each Program, so an additional \$500 for each fact sheet (x 5) is requested. This task is also known as Phase 510, Task B60 on our invoices.

Task 5.1.b.vii, Prepare Draft Long List of Projects, Descriptions, Details, Costs, which in part is the development of the CIP, has been undertaken in a more detailed manner than our intended process. We intended to use our stormwater toolkit to develop concept project plans for 10 CIPs. Our toolkit contains stormwater project elements we have commonly encountered in previous stormwater master planning projects in the Pacific Northwest, and we added two new tools to it based on our earlier discussions about which types of projects would be selected for the SSWMP. We added a bioretention planter tool and a UIC tool. Ultimately, among the list of 10 projects, four projects were types that were not well-represented in the toolkit, and our design process thus has required a more manual engineering design approach. These two types are large culvert replacements and drainage projects that require significant ROW acquisition and/or additional road width. (It should be noted that Otak has frequently designed these types of projects, but not using our toolkit approach.) In addition, one CIP covers a large



geographic area called the North Clackamas Revitalization Area (NCRA) and contains within it concepts for numerous separate projects, which each could qualify as a standalone-CIP. The NCRA CIP is a hybrid between a neighborhood-scale concept plan and a typical stormwater CIP. This CIP has required significantly more engineering analysis and higher participation by more senior engineers than we typically provide using our toolkit approach. In addition, we would like to include one more round of Client review of the NCRA CIP to account for the complexity of this CIP. This task is also known as Phase 510, Task B70 on our invoices.

Task 5.1.b.ix, Update Draft List and Geodatabase and Create Map, is amended to include an additional round of review and edits to Known Issue definitions, Potential Project definitions, and creation of interim Project Data Sheets to facilitate internal discussions (up to 40 Project Data Sheets, up to 2 drafts). This task is also known as Phase 510, Task B90 on our invoices.

Task 5.3.c, Prepare Project Fact Sheets for CIP List, is amended to include nine two-page CIP fact sheets and one four-page fact sheet for the NCRA CIP and one additional round of review for the NCRA CIP Fact Sheet. This task is also known as Phase 530, Task C00 on our invoices.

## Supplement Scope of Work with New Tasks

A new Phase G, Additional Studies, and a new Task 9.0, Targeted Storm Sewer Capacity Study, is added to the scope of work. See detailed scope of work below, and see detailed fee estimate in Attachment A.

## Phase G: Additional Studies

### UNDERSTANDING

A home at the south end of SE 121st Ct. in Happy Valley has flooded repeatedly since 2014. The home is at the low end of a cul-de-sac. There is a catch basin inlet in front of the house and the storm sewer is located across their property in an easement. Other known issues exist in Happy Valley on the south side of Mt. Scott that are believed to be related to capacity of the storm sewer inlets, pipes, and detention pipes to provide the expected level of service for managing stormwater runoff. This project is to evaluate capacity of the existing (highlighted yellow) systems for approximately the area shown in Figures 1. The following specific known issues have been identified through the Storm System Master Planning process:

- Issue #304 at SE Cedar Way Culvert
- Issue #306 a modified culvert under a path
- Issue #314 on SE Adoline Ave.
- Issue #323 on SE Cedar Way Drainage
- Issue #324 at 11183 SE Cedar Way
- Issue #330 on SE Cougar Pl. and SE William Otty
- New issue on SE 121st Ct.

An online map of the mapped storm sewer system and known issues is available at the following URL:  
<https://otak.maps.arcgis.com/apps/webappviewer/index.html?id=fd5768d1c11946b19c5c48bdffb8c74a>



**Figure 1: Estimate of Study Area draining through SE 121st Court and downstream to Mt. Scott Creek, along with adjacent storm sewer system to be included in the hydraulic model**

## SCOPE OF WORK

### 9. Targeted Storm Sewer Capacity Study

The purpose of this task is to evaluate capacity of the existing (highlighted) systems for approximately the area shown in Figures 1 and provide recommendations for conveyance system improvements. The following specific known issues have been identified through the Storm System Master Planning process:

- Issue #304 at SE Cedar Way Culvert
- Issue #306 a modified culvert under a path
  
- Issue #323 on SE Cedar Way Drainage
- Issue #324 at 11183 SE Cedar Way
- Issue #330 on SE Cougar Pl. and SE William Otty
- New issue on SE 121st Ct.

#### 9.1. Data Review

Consultant shall:

- a. Submit a request for available as-built information from the City of Happy Valley and Clackamas WES.
- b. Coordinate with the City and Clackamas WES on transfer of files.
- c. Review previous studies and as-builts to identify and to extract data useful to this study (i.e.-study by Pacific Water Resources).

- d. Update available system mapping information to better define the limits of the system that needs to be evaluated in this study and prepare data and maps to support field investigations.
- e. Visit the study area to confirm the limits of the contributing drainage area by field verifying storm sewer connections (i.e.-inlets, manholes, pipes, ditches, etc.) and observe storm sewer conditions (i.e.- evidence of clogging, siltation, vegetation, standing water, etc.).
- f. Walk the stream channels (where accessible) within the study area to observe conditions (i.e.- width, depth, slope, vegetation, sign of erosion, slope instability, channel incision, etc.).
- g. Update available system mapping information to better define the limits of the system that need to be evaluated in this study and update the data and maps to support field investigations.
- h. Visit the study area to field verify above-ground flow paths (i.e. gutter connections, curb-less streets, inlet grate types, etc.) to document possible sources of runoff bypass to the system under evaluation.
- i. Prepare a map of the storm sewer system to be modeled for the study area.
- j. Prepare a specific survey work plan and submit a request to Clackamas WES for authorization of Task 9.3 Data Collection budget to execute the survey work plan.

### Assumptions

- The site visits to field verify and observe existing system conditions are budgeted to happen separately.
- We will only model detention pipes that have available as-built plans.

### Deliverables

- Survey Work plan
- Map of storm sewer system draining to Mt. Scott Creek through a culvert under SE Adoline Avenue
- Map of storm sewer system draining to Mt. Scott Creek downstream of SE Cedar Way

## 9.2. Inlet Capacity Analysis

The purpose of this task is to evaluate the capacity for existing capture of stormwater runoff in the study area and identify areas where stormwater flow exceeds the capacity of the inlets.

Consultant shall:

- a. Perform inlet capacity calculations following the ODOT Hydraulic Manual to identify the appropriate inlet spacing on up to ten (10) streets within the study area. Rather than modeling every inlet, identify conditions on each street that represent worse case and typical conditions and determine the ideal inlet spacing.
- b. Inventory inlet spacing on each street and compare against the results of the capacity calculations to identify locations where the system would benefit from additional inlets.
- c. Perform a literature search on inlet capture efficiency to identify options for replacing the existing grates with alternate inlet grates and recommend locations that would benefit from the increased efficiency.
- d. Review the current design standards with respect to inlet spacing and comment on whether there is an opportunity to modify the design standards based upon findings of this analysis.
- e. Summarize findings and recommendations in a Draft Inlet Capacity Memorandum
- f. Incorporate response to review comments and prepare a Final Inlet Capacity Memorandum

### Assumptions

Inlet capacity is anticipated to include the following streets:

- SE 118th Court
- SE William Otty Road
- SE 121st Court
- SE 119th Court
- SE David Court

- SE Adoline Avenue

#### Deliverables

- Draft and *Final Inlet Capacity Memorandum* Current Condition Calculations

### 9.3. Data Collection

The purpose of this task is to perform topographic survey to collect storm sewer data per the approved work plan.

Consultant shall:

- a. Establish survey control to record data on the same datums as Clackamas WES GIS.
- b. Perform up to eight (8) days of topographic data collection to survey storm sewer system features (.i.e.- catch basins, manholes, pipe type/size, culvert inverts, ditch cross-section, etc.) determined in the survey work plan to be necessary for hydrologic and hydraulic model input.
- c. Process data collected and populate a geodatabase file

#### Assumption

- Up to 100 nodes need to be surveyed
- 12-15 Nodes per day
- Otak may subcontract for traffic control services for locations where surveyors determine it is necessary for their safety.

#### Deliverables

- Storm modeling data geodatabase

### 9.4. Existing Conditions

The purpose of this task is to simulate hydraulic performance of the existing storm sewer system to identify problem areas, to quantify the magnitude/frequency of the problem, and create a tool for testing solutions.

Consultant shall:

- a. Compile storm system geometry data (rims, inverts, pipe size & type, etc., cross-sections, stage/storage, etc.) from as-builts, GIS, and/or topographic survey.
- b. Develop hydraulic model of storm sewer conveyance systems, including storm sewer mainlines and existing detention pond(s) using the XP-SWMM software program.
- c. Review and/or analyze existing data to determine downstream model boundary conditions.
- d. Review and crop LiDAR based data to prepare a DTM file for the study area.
- e. Delineate drainage basin areas contributing flow to each location defined for flow input in the model and characterize the land use (soil, slope, land cover, impervious area, etc.) to determine runoff curve numbers.
- f. Calculate time of concentration for each basin and/or subbasin.
- g. Perform design storm based hydrologic calculations using the Santa Barbara Urban Hydrograph Method and the XP-SWMM software program for the 2-year, 5-year, 10-year, and 25-year, 24-hour design storms.
- h. Link the hydrology model to the hydraulic model.
- i. Run the hydraulic model for multiple hydrographs, including the following:
  - 2-year, 24-hour storm hydrograph
  - 5-year, 24-hour storm hydrograph
  - 10-year, 24-hour storm hydrograph

- 25-year, 24-hour storm hydrograph
- j. Review the model performance for continuity and stability and make adjustments to model input to achieve a minimum of “good” continuity.
- k. Identify locations where the model shows that the system capacity is exceeded.
- l. Iteratively, modify the hydraulic model to include additional detail (i.e.-laterals, inlets, multi-links, weirs, storage nodes, etc.) to provide enough definition of conveyance capacity to contain all of the stormwater in the model and re-create a simulation of the known issues.
- m. Summarize the frequency, depth, velocity, and volume of water in the model at each location of a known issue based upon model results in a Model Results Output Table.
- n. Describe the source of the problem in the study area.
- o. Identify possible solutions to the problem and recommend a work plan to Clackamas WES for hydrologic and hydraulic modeling to be completed to test the solutions under the Proposed Conditions Task.

### Assumptions

- The study area drains to two locations along Mt. Scott Creek, so two model will be prepared one for each branch of the study area. This will improve data management and model run times.
- Each model will have less than 60 nodes.
- Detention systems located upstream from the part of the storm sewer system being modeled will be ignored.

### Deliverables

- Model Results Output Table
- XP-SWMM model files (compressed \*.zip folder)
- Recommendations for Modeling Proposed Solutions

## 9.5. Proposed Conditions

The purpose of this task is to test potential solutions to solving the problems identified in the Existing Conditions Modeling.

Consultant shall:

- a. Modify the Existing Conditions Models for the study area and create Proposed Scenario Models for up to ten (10) scenarios to test the effectiveness of ten changes to the storm sewer system for reducing the magnitude and/or frequency of problems.
- b. Attend a 2-hour workshop with County staff to review results of the proposed conditions modeling, select solutions to carry forward as recommendations, and define the scope of up to four (4) Storm Sewer Improvement projects.
- c. Modify the Existing Conditions Models for the study area and create Proposed Conditions Models to simulate one set of recommendations and quantify the benefits to reducing the magnitude and frequency of flooding.

### Assumptions

- One scenario is defined as one contiguous system improvement (i.e. upsizing a run of storm sewer pipe, or adding in one storage facility, etc.).

### Deliverables

- Model Results Output Table
- XP-SWMM model files (compressed \*.zip folder)



### 9.6. Documentation

The purpose of this task is to prepare documentation of the storm sewer capacity analysis.

Consultant shall:

- a. Prepare an introductory narrative (1 page) to describe the purpose and need for this study.
- b. Summarize hydrologic model input data and output results (2 pages).
- c. Summarize hydraulic model input data and output results (2 pages).
- d. Prepare a narrative describing the conclusions drawn from review of model results (2 pages).
- e. Prepare a narrative describing the scenarios evaluated (4 pages).
- f. Prepare a narrative describing recommendations for improvements to the storm sewer system (2 pages).
- g. Prepare Schematic Diagram and Planning Level Cost Estimates for each recommendation.
- h. Combine sections into a Draft Targeted Storm Sewer Capacity Memorandum.
- i. Incorporate review comments into a Final Targeted Storm Sewer Capacity Memorandum.

#### Deliverables

- Draft and Final Targeted Storm Sewer Capacity Memorandum

### 9.7. Task Management

The purpose of this task is to monitor project progress with respect to scope, schedule, and budget; to maintain regular communication with Clackamas WES, and to manage the quality control process.

Consultant shall:

- a. Prepare project work plan and hold kick-off meeting with team to review work plan and set expectations for the scope of work performed under this task.
- b. Prepare detailed schedule and one update specific to this task.
- c. Plan and track progress with respect to scope, schedule, and budget.
- d. Conduct regular check-in phone calls with the Clackamas WES Project Manager.
- e. Attend up to two (2), 1-hour project coordination meetings
- f. Coordinate quality review of study deliverables.

#### Deliverables

- Task-specific Project Schedule

## Adjust Billing Rates

The contract Exhibit F, Fee Schedule, is amended to reference the category billing rates in Attachment B, Otak 2021 Billing Rates, for supplemental work. The existing rate schedule remains in effect for original scope.

## Proposed Fee Summary

<b>Contract Fee Total</b> .....	<b>\$476,999</b>
Above additional scope (existing tasks).....	\$51,402
Above additional scope (new tasks).....	\$160,200
Supplement Expenses .....	\$4,000
Supplement Fee Total .....	\$215,602
 <b>Revised Fee Total</b> .....	 <b>\$692,601</b>

See Attachment A for the detailed fee.