

AGENDA

Thursday, August 16, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-78

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program
2. Approval of an Intergovernmental Agreement between the Housing Authority and the region's other Public Housing Authority's to Conduct a Fair Market Rent Study
3. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program
4. Resolution No. 1932 Authorizing the Housing Authority to Submit the Section 8 Management Assessment Program (SEMAP) Certification to US Department of Housing and Urban Development
5. Approval of the Development Service Agreement with Northwest Housing Alternatives, Inc. for the Development of Pleasant Avenue Veterans Housing Project

II. PRESENTATIONS *(Following are items of interest to the citizens of the County)*

1. Welcome to the Fair from Laurie Bothwell, Executive Director
2. Presentation on 100 Years of OSU Extension Service (Mike Bondi, Oregon State University Extension Service)
3. 4-H Presentation (Wendy Hein, 4-H Coordinator)

III. CITIZEN 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. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

IV. 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. Health, Housing & Human Services

1. Approval of Two Agreements with Northwest Housing Alternatives, LLC for the Pleasant Ave. Veterans Housing Apartments Project in Oregon City – *Housing & Community Development*
2. Approval of an Application to US Department of Housing and Urban Development, Continuum of Care Program Annual Renewal of Funds – *Housing & Community Development*
3. Approval of an Agency Services Contract with LifeWorks Northwest for Outpatient Mental Health Services for Uninsured and Indigent Residents of Clackamas County – *Behavioral Health*
4. Approval of a Professional, Technical, and Personal Services Contract with Northwest Family Services for Spanish Mental Health First Aid Trainings – *Behavioral Health*
5. Approval of a Grant Agreement with LifeWorks Northwest for Relief Nursery Services – *Children, Youth & Families*
6. Approval of Amendment No. 2 to an Agency Service Agreement with Northwest Housing Alternatives, Inc. for HomeBase Program Operations and Financial Assistance – *Social Services*
7. Approval of an Agreement with Green Energy Solutions, Inc. for Weatherization Major Measure Construction Services – *Procurement*
8. Approval of an Agreement with Alpha Energy Savers, Inc. for Weatherization Major Measure Construction Services – *Procurement*
9. Approval of an Agreement with Energy Comfort and Construction LLC for Weatherization Major Measure Construction Services – *Procurement*
10. Approval of an Agreement with Performance Insulation & Energy Services, Inc. for Weatherization Major Measure Construction Services – *Procurement*
11. Approval of an Agreement with Richart Family, Inc. for Weatherization Major Measure Construction Services – *Procurement*

B. Department of Transportation & Development

1. Approval of Supplemental Project Agreement No. 32607 with Oregon Department of Transportation for the South End Road at MP 3.8 Project
2. Approval of Cooperative Agreement No. 32726 with Oregon Department of Transportation for the Systemic Signals and Illumination Project in Clackamas County

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of a Memorandum of Understanding between Clackamas County Board of Commissioners and the Tourism & Development Council - *BCC*

D. Technology Services

1. Approval of a Contract with Tech Heads, Inc. for the Technology Services Server Room Upgrade - *Procurement*

V. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 3 to the Contract Documents with CH2M Hill Engineers for the Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project - *Procurement*
2. Approval of the Purchase from Evoqua Water Technologies LLC for Bioxide for Water Environment Services Wastewater Treatment Plants - *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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>

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for Housing our Families Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Housing our Families clients.
Dollar Amount and Fiscal Impact	\$73,380
Funding Source(s)	HACC Local Funds (unrestricted affordable housing funds) No County General Funds used
Duration	10/1/18 - 9/30/19
Previous Board Action	Previous IGA for Housing our Families case management approved by HACC Board on April 5, 2018
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8941

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in "Housing our Families" program.

Housing our Families program consists of eight (8) transitional housing units plus one (1) unit for an on-site staff person. Clients are selected from the Coordinated Housing Access ("CHA") waiting list, so the families are homeless, in need of case management to be successfully housed.

The Case manager will work in collaboration with the Social Services Supportive Housing Team ("Housing Pod"). Most case management will take place at tenant's living units, in the community or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services

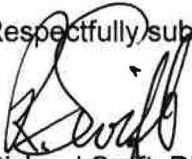
- Advocacy for residents to navigate systems
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

No County General Funds are involved. County Counsel has reviewed the IGA and approved the IGA to form.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Housing our Families residents. Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services.

Healthy Families. Strong Communities.

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

www.clackamas.us

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health Housing and Human Services Department, Social Services Division (SSD), for the provision of a half time Case Manager by SSD to HACC for the Housing our Families program. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for the Housing our Families program (Program). The project consists of 8 transitional housing units and 1 unit for staff. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, who will provide direct service to residents of Janssen Road Apartments or other housing, as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management or resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Caseload will be established through the Clackamas County Coordinated Housing Access system and monitored by SSD's Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Pay invoices due to SSD within 30 days of receipt;

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half-time case manager will be \$73,380.00. The budget components are detailed as follows:

Salary & Fringe Benefits	\$59,879
Indirect Costs	\$806
<u>Allocated Costs</u>	<u>\$12,695</u>
TOTAL	\$73,380

B. Terms of Payment:

1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Other Terms

A. Monitoring and Measurement. HACC and SSD will develop benchmarks or metrics for monitoring the Case Manager's impact on outcomes listed in Exhibit A, Section III of this Agreement.

B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.

C. Insurance Requirements. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

V. Term of Agreement

A. This agreement is effective October 1, 2018 and will terminate on September 30, 2019. The term of this Agreement may be extended by Amendment as noted in Section IV above.

VI. Termination

A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Chuck Robbins, Executive Director
Health, Housing and Human Services Department

Date

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Case Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with Social Services Supportive Housing Team (“Housing Pod”). Most case management work on site will take place at tenant’s living units, in the community or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Clackamas County Continuum of Care
- Supportive Housing Team weekly meetings as schedule permits

III. Primary Work Responsibilities of Case Manager:

- **Eligibility and Intake** - Use Coordinated Housing Access system to identify, contact and perform eligibility determinations for homeless families who have been referred to Housing our Families.
- **Documentation** – obtain all required documentation for compliance with funder requirements (current funders are Clackamas County Community Development CDBG and Oregon Housing and Community Services EHA).
- **Housing Stability and Increasing Income** – work individually with each resident to advance permanent housing stability and increase income as quickly as possible.
- **Eviction Prevention** – Work collaboratively to prevent evictions.
- **Vulnerable Residents** – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- **Advocacy** - Advocating for residents to navigate service systems and meet basic needs.
- **Tracking Interventions and Outcomes** – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and
The region's other Public Housing Authority's to conduct a Fair Market Rent Study

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Region's Public Housing Authority's and Housing Authority of Clackamas County to conduct a Fair Market Rent Study
Dollar Amount and Fiscal Impact	\$8,900
Funding Source(s)	HACC Local Project Funds No County General Funds used
Duration	8/16/18 - 12/31/18
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8957

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with the following housing agencies: Housing Authority of Washington County, City of Portland through Portland Housing Bureau, Vancouver Housing Authority and Home Forward to conduct a Fair Market Rent (FMR) Study.

In the fall of 2015, the parties worked together to complete a FMR survey that met the Department of Housing and Urban Development (HUD) requirements to prove the area rents were not accurately reflected in HUD's FMR Study. The FMR established by the survey better reflect the rapidly rising rental market in the seven (7) Counties: Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area. This resulted in an area increase of FMR and a subsequent increase in rental assistance funding from HUD of over \$1 Million to HACC.

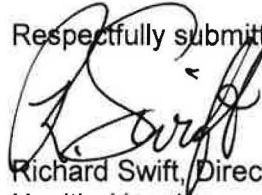
The FMR's established by the survey have a three-year duration and are set to expire at the end of 2018. So the parties desire to partner again to commission a HUD-compliant FMR survey to establish FMR's that better reflect the rental rates in the area beginning in 2018.

No County General Funds are involved. County Counsel reviewed and approved to form the IGA.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement for the FMR Study. Staff also recommends the Board authorize Richard Swift to sign on behalf of the Housing Authority Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the typed name.

Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

INTERGOVERNMENTAL AGREEMENT
FMR Survey – 2018

Home Forward Contract No. C2059
Portland Housing Bureau Contract No. _____
Housing Authority of Clackamas County Contract No. 8957
Housing Authority of Washington County Contract No. _____
Vancouver Housing Authority Contract No. _____

This Agreement is entered into, by and between the Housing Authority of Washington County, a municipal corporation of the State of Oregon, City of Portland through its Portland Housing Bureau, a municipal corporation of the State of Oregon, Vancouver Housing Authority, a municipal corporation of the State of Washington, Housing Authority of Clackamas County, a municipal corporation of the State of Oregon and Home Forward, a municipal corporation of the State of Oregon. ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Recitals

In the Fall of 2015, the parties worked together to have a Fair Market Rents (FMR) survey prepared that met the Department of Housing and Urban Development (HUD) requirements and therefore was substituted for the FMR standards established by HUD. The FMR established by the survey better reflected the rapidly rising rental market in the seven county Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area. *(The Office of Management and Budget (OMB) defines the area as comprising Clackamas, Columbia, Multnomah, Washington, and Yamhill counties in Oregon, and w/PHA's in region and Skamania counties in Washington.)*

The FMRs established by the survey have a three-year duration and are set to expire at the end of 2018. As such, the parties desire to partner again to commission a HUD-compliant FMR survey to establish FMRs that better reflect the rental rates in the area beginning in 2018.

Now, therefore, the parties agree as follows:

- 1) The effective date is July 23, 2018, or upon final signature, whichever is later. The expiration date is December 31, 2018, unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.
- 4) To the extent applicable, the provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through 279C.870 are incorporated by this reference as though fully set forth.
- 5) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 6) Modifications to this Agreement are valid only if made in writing and signed by all parties.

- 7) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 8) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 9) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.
- 10) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 11) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

HOME FORWARD:

Signature Date

Printed Name Title

Address: 135 SW Ash Street, Portland, Oregon 97204

WASHINGTON COUNTY:

Signature Date

Printed Name Title

Address 111NE Lincoln Street, Suite 200-L: Mail Stop # 63, Hillsboro, OR 97124

CITY OF PORTLAND, through the Portland Housing Bureau:

Signature Date

Printed Name Title

Address: 421 SW 6th Avenue, Suite 500, Portland, Oregon 97204

VANCOUVER HOUSING AUTHORITY:

Signature

Date

Printed Name

Title

Address: 2500 Main Street, Vancouver, Washington 98660

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair

Commissioner Sonya Fischer

Commissioner Ken Humberston

Commissioner Paul Savas

Commissioner Martha Schrader

Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director

Health, Housing & Human Services

Date

Address: 13930 South Gain Street, Oregon City, Oregon 97045

ATTACHMENT “A”

Due to the rising costs of rent in the Portland metropolitan area, Section 8 voucher holders have extreme difficulties in finding and renting suitable units. Housing providers in the Portland-Vancouver metropolitan area, collectively known as the partners, include Home Forward, City of Portland, Housing Authority of Washington County, Housing Authority of Clackamas County, and Vancouver Housing Authority. The partners have agreed to invest in a market study that meets HUD requirements to challenge the HUD established Fair Market Rate (“FMRs”), which is the standard established for Section 8 reimbursement.

The cost of the study is \$83,000. Home Forward will enter into a contract with Washington State University (WSU) to conduct the study and coordinate communication with appropriate HUD staff as required. Home Forward will be reimbursed for the costs of the study based on invoices sent to the partners as set forth below. Invoices will be issued by Home Forward on this payment schedule: 50% at the time of the first survey letter and the remaining 50% balance upon receipt of final deliverables, which are expected October 2018.

PARTNER CONTRIBUTIONS:

Home Forward contribution:	\$31,000
City of Portland contribution:	\$25,300
Housing Authority of Washington County contribution:	\$8,900
Vancouver Housing Authority contribution:	\$8,900
<u>Housing Authority of Clackamas County contribution:</u>	<u>\$8,900</u>
Total:	\$83,000

The partners agree to make payment for the services provided no later thirty (30) days following their receipt of an invoice from Home Forward.

Home Forward will coordinate and manage the work of WSU, keeping all partners informed as the FMR study proceeds and will forward all relevant correspondence and study material/reports to partners.

COPY

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Jackson Program clients.
Dollar Amount and Fiscal Impact	\$49,000
Funding Source(s)	HACC Local Project Funds No County General Funds used
Duration	7/1/18 - 6/30/19
Previous Board Action	Previous IGA for Jackson case management approved by HACC Board on April 26, 2018
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8940

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in the Jackson Transitional Housing program.

Jackson program consists of six (6) transitional housing units plus one (1) unit for a staff person. Clients are selected from the Coordinated Housing Access ("CHA") waiting list, so the families are homeless, in need of case management to be successfully housed.

The Case manager will work in collaboration with the Social Services Supportive Housing Team ("Housing Pod"). Most case management will take place at tenant's living units or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems

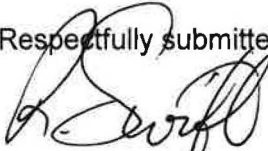
- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

No County General Funds are involved. County Counsel has reviewed the IGA and approved the IGA to form.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Jackson residents. Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Healthy Families. Strong Communities.

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www.clackamas.us

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health Housing and Human Services Department, Social Services Division (SSD), for the provision of a half time Case Manager by SSD to HACC for Jackson Transitional Housing. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for Jackson Transitional Housing program (Program). The project consists of 6 transitional housing units and 1 unit for staff. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, who will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management or resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. In cooperation with the SSD Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Caseload will be established and monitored by HACC's Resident Services Coordinator and SSD's Human Services Manager;
4. Pay invoices due to SSD within 30 days of receipt;
5. Assist SSD with measuring and monitoring outcomes of Case Manager's interventions or care plans.

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half time case manager will be \$49,000.00. The budget components are detailed as follows:

Salary & Fringe Benefits	\$35,050
Indirect Costs	\$6,940
<u>Allocated Costs</u>	<u>\$7,010</u>
TOTAL	\$49,000

B. Terms of Payment:

1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Liaison Responsibility

Liaison from HACC for the Program will be: Jemila Hart, 503-655-8877, jemilahar@clackamas.us

Liaison from SSD for the Program will be: Sherry Mackey, 503-655-8492, sherrymack@clackamas.us

V. Other Terms

A. Monitoring and Measurement. HACC and SSD will develop benchmarks or metrics for monitoring the Case Manager's impact on outcomes listed in Exhibit A, Section III of this Agreement.

B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.

C. Insurance Requirements. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

VI. Term of Agreement

A. This agreement is effective July 1, 2018 and will terminate on June 30, 2019. The term of this Agreement may be extended by Amendment as noted in Section V above.

VII. Termination

A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Chuck Robbins, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Case Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with Social Services Supportive Housing Team (“Housing Pod”). Most case management work on site will take place at tenant’s living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Clackamas County Continuum of Care
- Supportive Housing Team weekly meetings as schedule permits

III. Primary Work Responsibilities of Case Manager:

- **Eligibility and Intake** - Use Coordinated Housing Access system to identify, contact and perform eligibility determinations for homeless adults who have been referred to Jackson Transitional Housing.
- **Documentation** – obtain all required documentation for compliance with funder requirements (current funders are Clackamas County Community Development CDBG and Oregon Housing and Community Services EHA).
- **Housing Stability and Increasing Income** – work individually with each resident to advance permanent housing stability and increase income as quickly as possible.
- **Eviction Prevention** – Work collaboratively to prevent evictions.
- **Vulnerable Residents** – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- **Advocacy** - Advocating for residents to navigate service systems and meet basic needs.
- **Tracking Interventions and Outcomes** – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

August 16, 2018

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Resolution No. 1932 authorizes the Housing Authority to submit the Section 8
Management Assessment Program (SEMAP) Certification to
U.S. Department of Housing and Urban Development

Purpose/Outcomes	Resolution No. 1932 authorizes the Housing Authority of Clackamas County's (HACC) to submit the Section 8 Management Assessment Program Certification (SEMAP).
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development. No General Funds used.
Duration	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
Previous Board Action	Resolution No. 1921, SEMAP approval was passed by the HACC Board of Commissioners August 17, 2017
Strategic Plan Alignment	1. Efficient & Effective Services 2. Build Public Trust through Good Government
Contact Person	Chuck Robbins, Executive Director, 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1932 to authorize HACC to submit the Section 8 Management Assessment Program Certification (SEMAP) certification to U.S. Department of Housing and Urban Development.

The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well HACC is administering the Section 8 rental assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings:

- High Performer = Score of 90% or higher
- Standard Performer = Score between 60% and 89%
- Troubled Housing Authority = Score below 60%

HACC is pleased to report that we continue to be a High Performer.

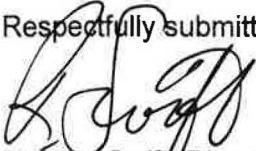
HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of

Resolution 1932 shows the Board approves our SEMAP submission and gives HACC the authority to submit it to HUD.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1932 and the attached SEMAP Certification and authorize the Executive Director of the Housing Authority to submit the Certification to HUD on behalf of the Housing Authority Board.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the printed name below.

Richard Swift, Director
Health, Housing & Human Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of authorizing the
Housing Authority of Clackamas
County to submit the Section 8
Management Assessment
Program (SEMAP) Certification



Resolution No. 1932
Page 1 of 1

Whereas, the Housing Authority of Clackamas County (HACC) must provide a self-assessment relating to the Section 8 tenant-based assistance program annually, and

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U.S. Department of Housing and Urban Development, and

NOW THEREFORE, BE IT RESOLVED that the Section 8 Management Assessment Program (SEMAP) is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U.S. Department of Housing and Urban Development.

DATED this 16th day of August, 2018

**BOARD OF COUNTY COMMISSIONERS OF THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

Jim Bernard, Chair

Recording Secretary



Toni Karter
(HM4139)
PIC Main

Assessment Profile | Reports | Submission

List | Summary | Certification | Profile | Comments

Field Office: OEPH PORTLAND PROGRAM CENTER

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2018

SEMAP

KDHAP

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OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response **At least 98% of units sampled** **80 to 97% of units sampled**
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response **At least 90% of files sampled** **80 to 89% of files sampled**
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response **Yes** **No**

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response **Yes** **No**

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response **At least 98% of cases sampled** **Less than 98% of cases sampled**

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response **Yes** **No**

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response **Yes** **No**

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response **Yes** **No**

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response **Yes** **No**

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response **Yes** **No**

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response **Yes** **No**

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Toni Harter
(MM4139)
PIC Main

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Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2018

SEMAP

KDHAP

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SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="1026"/>	1-BR FMR	<input type="text" value="1132"/>	2-BR FMR	<input type="text" value="1330"/>	3-BR FMR	<input type="text" value="1935"/>	4-BR FMR	<input type="text" value="2343"/>
PS	<input type="text" value="946"/>	PS	<input type="text" value="1106"/>	PS	<input type="text" value="1304"/>	PS	<input type="text" value="1742"/>	PS	<input type="text" value="2109"/>

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Continuing HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages

under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

Deconcentration Addendum

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Foni Karter
(MM4139)
PIC Main

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Field Office: 0EPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2018

SEMAP

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SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 7/31/2018

PHA Name **Clackamas**
Principal Operating Area of PHA **Clackamas County**
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

1 a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b).
Is line c 50% or more? Yes No

2 a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY.
b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
c Number of Section 8 families with children who moved during the last completed PHA FY.
d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).
Is line d at least two percentage points higher than line a? Yes No

3 a Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.
b Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
c Number of Section 8 families with children who moved during the last two completed PHA FYs.
d Percent of all Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.

tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? **Yes** **No**

**If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.
See instructions above concerning bonus points for State and regional PHAs.**

[Back to Certification](#)

Page 1 of 1

August 16, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of the Development Service Agreement with Northwest Housing Alternatives, Inc.
for the Development of Pleasant Avenue Veterans Housing Project

Purpose/Outcomes	Approval of the Development Service Agreement between Housing Authority of Clackamas County and Northwest Housing Alternatives (NHA) and for the Pleasant Avenue Veterans Housing Project
Dollar Amount and Fiscal Impact	HACC Local Project Funds \$10,000, Home Funds \$500,000, Community Development Block Grant Funds \$240,000 No County General Funds
Funding Source	HACC Local Funds, HOME and CDBG Funds
Duration	N/A
Previous Board Action	On May 15, 2018, during a Policy Session, the Board of Commissioners of the Housing Authority of Clackamas County approved placing the Development Services Agreement on the June 21st HACC Board Consent Agenda
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable and affordable housing 2. Individuals and families in need are healthy and safe 3. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to execute a Development Service Agreement between Northwest Housing Alternatives (NHA) and Housing Authority of Clackamas County (HACC) for the development of Pleasant Avenue Veteran Housing Project.

Northwest Housing Alternatives is partnering with the Housing Authority to construct 24 new apartments for Clackamas County veteran families, modeled after the successful completion of a similar housing project, Pomeroy Place, in Washington County. The Pleasant Avenue Veteran Housing project will be located at 314 Pleasant Avenue, in Oregon City providing 24 units made up of studios, one and two-bedroom units and a community room for resident gatherings and services. Units will be built with environmentally efficient and durable materials. The buildings will be oriented and wired to be solar-ready. When complete, the project will be owned and operated by the Housing Authority of Clackamas County. To ensure the units are affordable to families at or below 30% Area Median Income, HACC has dedicated 24 Project Based Vouchers (PBV) to the project.

The financing of the project is unique, as it does not rely on Tax Credits. It uses a mix of Community Development Block Grant (CDBG) Funds, HOME, Oregon Housing & Community Services (OHCS) General Housing Account Program (GHAP), Federal Home Loan Bank, PBV, Meyer Memorial Trust funds and Home Depot Foundation funds. Services will be contracted by HACC. Funds will be a combination of operating expenses included in the development budget and future HACC development proceeds.

NHA owns the real property and will act as the Developer/Construction Manager for the project. After stabilization (the point where the units are leased and the funding requirements have been met), NHA will transfer ownership of the project to HACC. As the owner, HACC will implement a Housing First (low barrier) model to ensure the neediest veterans and their families are assisted. HACC will be responsible for property management and maintenance. This will be done in-house and will not require hiring additional staff. HACC will also be responsible for ensuring services are available at the property. Services will be solicited through a competitive process.

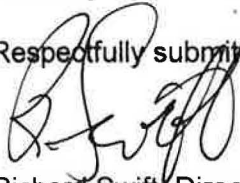
In order to begin construction, it is necessary to approve, execute and deliver the Development Service Agreement. The Development Services Agreement (DSA) delineates the terms of a project, such as who will acquire, construct, develop, own, operate, maintain, lease and otherwise handle the project. It is a set of mutual covenants and conditions set forth by all members of a partnership and is required by OHCS to secure the GHAP funding. The Project Option (Exhibit A of the DSA) grants HACC an exclusive option to purchase the project and defines the terms and conditions associated with the property transfer.

The Development Services Agreement and Project Option (Exhibit A) have been reviewed by independent Counsel retained by HACC. Independent counsel was approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the Development Service Agreement, including Exhibit A and recommends the Board authorize Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 26th day of July, 2018, between Northwest Housing Alternatives, Inc. an Oregon nonprofit public benefit corporation ("Developer") and the Housing Authority of Clackamas County, a public body corporate and politic of the State of Oregon established under the Oregon Housing Authorities Law, ORS 456.055 *et seq.* ("Client"). Together, the Developer and the Client are referred to herein as the "Parties."

RECITALS

WHEREAS, Client is a public corporation which (a) has among its statutory purposes providing decent, safe, and sanitary housing for persons or families of lower income and (b) is authorized to form, finance, and have an interest in, and to manage or operate, partnerships, corporations, and limited liability companies in order to further the purposes of the housing authority.

WHEREAS, Developer is a mission-based affordable housing developer and owner with a statewide presence;

WHEREAS, Developer recently purchased land located at 314 Pleasant Street, Oregon City, OR 97405 as more fully described in Exhibit A-1 ("Legal Description") of Exhibit A Option Agreement (the "Project Option") for the purpose of developing needed housing for chronically homeless and low-income veterans and their families (the "Project");

WHEREAS Developer and Client share the goal of increasing the availability of decent, safe, and affordable housing;

WHEREAS, the Project is located in Client's service area;

WHEREAS, Client, if authorized by its Board of Commissioners, has an interest in acquiring, either directly or indirectly, the Project after completion of construction, lease up, and stabilization;

WHEREAS, Developer has expertise completing the myriad design, financing, and construction tasks associated with building affordable housing developments such as the Project;

WHEREAS, Client and Developer intend to set forth the terms upon which the Developer will complete construction of the Project and Client will undertake all commercially reasonable efforts to provide rental assistance for future tenants of the Project and seek necessary approval to acquire the Project upon completion;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Development Tasks.** The full list of tasks associated with the Project's successful construction and financing are outlined in Exhibit B. These task generally include, but are not limited to:

- a. Work with public officials to obtain approval of the Project's proposed plan for design and construction;
- b. Engage a project architect and other professionals, as needed, to prepare engineering surveys, plans and specifications, and financial and market studies as may be necessary;
- c. Determine impact and status of zoning, land use approvals, building codes, and building permits;
- d. Coordinate completion of construction documents, including review of final plans and specifications;
- e. Develop and refine a development budget and operating proformas;
- f. Define an overall project schedule that incorporates design process, funding applications, construction, and close-out;
- g. Submit funding applications to public and private funding sources for the Project's construction;
- h. Obtain proposals for construction and permanent loans (collectively "Project Financing");
- i. Select all Project Financing lenders and investors;
- j. Negotiate the terms and conditions of all Project Financing;
- k. Coordinate with the Project's general contractor and architect to obtain timely building and other permits for development of the Project;
- l. Recommend alternative solutions wherever design details affect construction feasibility or schedules;
- m. Obtain and maintain (in conjunction with the general contractor) all necessary building permits, approvals and utility contracts;
- n. Obtain construction insurance;
- o. Negotiate the terms and conditions of the construction contract;
- p. Oversee, monitor and direct the general contractor with respect to the construction of the Project in accordance with the terms and conditions of the construction contract and the plans and specifications;
- q. Be physically present on the construction site as frequently as necessary to assure completion of the Project in accordance with the Client's objectives of cost, time and quality;

- r. Schedule and conduct regular job meetings at which the general contractor and the various subcontractors and laborers, project architect and any other relevant consultants can discuss procedures, progress, problems and scheduling;
- s. Provide regular monitoring of the Project schedule during construction;
- t. Develop and monitor Project budget, revise and refine the Project budget as necessary, incorporate approved changes and forecast cash flow and the impact of changes as needed;
- u. Develop and implement a system of general contract administration for review and processing of payments and change orders, including compliance with federal (Davis Bacon), state (Prevailing Wage) and local wage and employment requirements;
- v. Determine substantial completion of the Project in consultation with the project architect and prepare a punch list of incomplete or unsatisfactory items and a schedule for their completion;
- w. Inspect the Project prior to expiration of the 1-year warranty period and develop a list of items in need of repair or replacement; ensure warranties beyond 1-year period are assigned to the Client;
- x. Ensure timely conversion from construction to permanent financing.

2. **Task Assignments.** Client and Developer agree on which party is responsible for completing each task in Exhibit B. Exhibit B also outlines when a party has an obligation to assist in the completion of a task, when a party has the option of providing input on a task, and which tasks require Developer to obtain Client's approval before proceeding.

For tasks requiring Client's approval, Client agrees to make all reasonable efforts to reach decisions as expeditiously as possible. Client acknowledges and accepts that any failure to make a timely decision could delay the Project's schedule. Client further acknowledges and accepts that any such delay could increase Project's costs and thereby affect the amount and timing of the payment of its share of the Cash Developer Fee under Paragraph 5.

3. **Advancement of Costs.** Developer shall advance funds to pay all costs associated with the completion of items in Exhibit B that occur prior to the time that construction financing for the Project is closed ("Construction Closing"). Such advances ("Developer's Predevelopment Loan") shall accrue 5% simple interest per year from the date of each advance ("Developer's Predevelopment Loan Interest.") Developer shall be fully repaid such advances, with interest, at Construction Closing.
4. **No Duty of Developer to Provide Funds.** Except as set forth in Paragraph 3 above, Developer shall have no duty or obligation to advance any funds for the account of

Client or the Project. At Developer's choice, and Client's acceptance, Developer may choose to advance funds for Project costs associated with items other than those outlined in Exhibit B. Developer shall charge 5% simple interest per year to the Project for such advances and this cost shall appear in the Project's budget as "Developer's Predevelopment Loan Interest."

Client may choose to advance funds to pay currently unforeseen development costs that Developer has no duty or obligation to pay. Should Client elect to advance funds for this purpose with Developer's agreement, Client shall charge 5% simple interest per year to the Project for such advances and this cost shall appear in the Project's budget as "Client's Predevelopment Loan Interest."

5. Compensation: Developer Fee.

a. Developer Fee: The Developer Fee associated with the Project's construction as affordable housing shall consist of cash in the amount of \$650,000.

i. All Cash Developer Fee Payments will be paid from proceeds made available in accordance with the Project's development budget and its operations prior to its conversion from construction to permanent financing.

ii. All Deferred Developer Fee payments will be paid from proceeds made available through the Project's operations after its conversion from construction to permanent financing; provided, however, that if Client acquires the Project (directly or indirectly) from Developer, any unpaid Cash Developer Fee and all Deferred Developer Fee shall be paid by Client to Developer at the date of acquisition.

iii. Consultant Fee: \$175,000 FOR CONSTRUCTION MANGEMENT SERVICES THROUGH CONSTRUCTION.

The total developer fee and the extent of its cash may change as loan terms fluctuate in accordance with market conditions. Developer Fee rules imposed by Oregon Housing and Community Services (OHCS), and the availability of HOME, CDBG and other grant funds from state and local government may also affect total Developer Fee and the allocation of Cash Developer Fee.

Given the changeable nature of Developer Fee, the final determination of total Developer Fee shall be the number approved by all financing partners. Prior to that approval, Developer and Client agree that the closing projections shall serve as the best estimate of total Developer Fee.

b. Developer Fee Allocation: Developer shall receive 100% of the total Developer Fee for the services described in this Agreement.

6. **Compensation: Construction Management Fee.** To the extent allowed by Oregon Housing and Community Services (OHCS), Developer shall receive a Construction Management Fee of \$175,000 for performing all construction-related services described in Exhibit B. This fee is separate from any Development Fee payments due to Developer. As permitted by grant sources and lender(s), the development budget shall incorporate this Construction Services Fee, and the Developer will receive the Construction Services Fee in equal increments, paid monthly over the course of construction.

7. **Ownership of Project During Development Phase.**

a. Developer is expressly authorized, to form a limited liability company (“Developer LLC”) to: (i) acquire and own the Real Property and the Project; (ii) to grant or obtain easements, licenses, and other interests in real property as may be necessary or beneficial to development of the Project; (iii) seek and enter into agreements for grants and loans to finance construction and operation of the Project and/or to provide rental assistance and social services to tenants; (iv) encumber (through regulatory agreements, covenants, deeds of trust, and other encumbrances) the Real Property and the Project as reasonably necessary to obtain such grants and loans; (v) enter into contracts for environmental, geo-technical, and other studies of the Real Property, for architectural services related to the Project, and for the construction, furnishing, management, and operational needs of the Project; and (vi) enter into contracts for title insurance, liability, casualty, and other types of insurance which are either required by lenders or deemed prudent by such company. Developer or Developer LLC shall for all purposes be the owner of the Project unless and until Client acquires the Project, as defined below.

b. Client will have no obligation to enter into any of the agreements identified in the preceding paragraph, or to guaranty any obligation undertaken by the Developer. Client acknowledges, however, that: (i) it may be required to subordinate any right it has under this Agreement to acquire the project to the security interests of lenders providing financing for the Project; and (ii) it may be required to provide certain financial information to lenders as a condition of Client being permitted to assume Developer LLC) any loan obtained by Developer or Developer LLC.

8. **Option to Acquire Project.**

a. Developer and Client shall execute an option agreement (the “Option Agreement”) in substantially the form set forth in the attached Exhibit A pursuant to which Developer shall grant Client an option to acquire the Project (the “Project Option”).

b. As more fully set forth in the Option Agreement, the property covered by the Project Option shall be (i) all of the Real Property and improvements constituting the Project and (ii) all of the Project owner’s personal property situated on and used in connection with the Real Property, (iii) all leases and rental

agreements with respect to Project, and (iv) all other agreements pertaining to the operation or financing of the Project to the extent they are to be assumed by Client.

c. As more fully set forth in the Option Agreement, the purchase price under the Project Option (the "Project Purchase Price") shall be an amount equal to the sum of (i) all outstanding indebtedness of Developer (or Developer LLC) to third-party lenders in respect of the Project, plus (ii) any unpaid portion of Developer's Predevelopment Loan and Developer's Predevelopment Loan Interest, plus (iii) any unpaid portion of the Cash Developer Fee and Deferred Developer Fee; and (iv) \$10,000. Item (i) of the Project Purchase Price may be paid by Client's assumption of all loans from third-party lenders secured by the Project. Items (ii), (iii), and (iv) of the Project Purchase Price shall be paid in cash at Closing as defined in the Option Agreement.

d. The Option Agreement shall specify among other things: (i) the term of the Option; (ii) the conditions under which Client may exercise the Project Option; (iii) contingencies and conditions to closing, and (iv) other matters regularly included in an option agreement for the purchase of real property.

e. Client agrees that, in the event it acquires the Project, Client shall assume, and Client will request that Developer be released from, all obligations under any regulatory agreement, covenant, grant, loan, guaranty or similar obligation related to the acquisition, financing, construction, and/or operation of the Project. Developer shall not be required to enter into any other guaranty, indemnity, or other ongoing obligation related to the Project.

f. Developer agrees that, in the event Client acquires the Project, Developer shall assign (or cause to be assigned) to Client all rights, remedies, and warranties under architect, engineering, construction, and similar development related contracts. Client acknowledges and agrees that, upon such assignment by Developer to Client, Client's remedies for any defects in the Project's design and/or construction and all claims related in any manner to the performance of professionals under design or construction contracts, shall be first against the applicable design and/or construction professionals.

g. Client acknowledges that, as a condition of obtaining construction and permanent financing for the Project, Client will be required to execute one or more agreements making its rights under the Option Agreement junior and subordinate to the rights, claims, and liens of lenders. Client hereby agrees to execute such subordination agreements.

9. **Limitations and Restrictions.** For Items marked "Approval Rights" in Exhibit B, Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligations on behalf of Client without Client's prior written approval.

10. **Accounts and Records.**

- a. Developer shall keep at its own expense all books of account and other records as are necessary to complete its responsibilities for all tasks named in Exhibit B.
- b. Developer will provide without charge all records (or copies thereof) relating to the Project to Client at the end of the Lease Up and Close-Out Phase described in Exhibit B.
- c. Developer shall maintain all records on an accrual basis in accordance with generally accepted accounting principles. Developer shall provide Client with all financial information as may be needed for Client's approval purposes.
- d. All books and records prepared or maintained by Developer shall be kept and maintained at its offices and shall be available for and subject to audit, inspection and copying by the Client or any representative or auditor thereof or supervisory or regulatory authority. Developer agrees that any supervisory or regulatory authority shall also have the right, in connection with any examination of the Project, to examine and question Developer and its employees with respect to any such books and records, and Developer agrees to cooperate with all such supervisory or regulatory authorities.

11. **Duration and Termination; Default.**

- a. Client shall have the right to terminate this Agreement upon the occurrence of an Event of Default by the Developer (which default shall constitute grounds for termination for cause), and upon written notice to the Developer specifying the nature of such default. An Event of Default shall be defined as the occurrence of any one or more of the following:
 - (i) Developer files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state.
 - (ii) Developer fails to perform any of its services in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities or obligations hereunder and fails to fully cure or remedy such failure, breach or default within thirty (30) days after written notice specifying the nature of such failure, breach or default by Client to Developer, or if such breach or default cannot reasonably be cured within thirty (30) days, fails to commence such cure or remedy within said thirty day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion within ninety (90) days; and

- (iii) Developer fails twice within a six (6) month period to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the schedule for the completion of the Project; provided that Client has previously notified Developer in writing of prior failures to perform in a timely or satisfactory fashion and Developer has failed to or could not correct such prior failures, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion.

- b. Developer shall have the right to terminate this Agreement upon the occurrence of any default by the Client (which default shall constitute grounds for termination for cause), and upon written notice to the Client specifying the nature of such default. An Event of Default shall be defined as the occurrence of any one or more of the following:
 - (i) Client files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute or law relating to bankruptcy, insolvency, or other relief for debtors, whether federal or state.
 - (ii) Client fails repeatedly to perform its obligations under this Agreement in a timely or satisfactory fashion and thereby materially interferes with the schedule for the completion of the Project; provided that Developer has previously notified Client in writing of one or more prior failures to perform in a timely or satisfactory fashion and Client has failed to or could not correct such prior failures, and, in one or more subsequent instances, has failed to perform its obligations in a timely or satisfactory fashion.

- c. Upon the occurrence of any one of the Events of Default specified in Paragraph 11(a) or 11(b), either party shall have the immediate right to terminate this Agreement and the rights and obligations of the parties set forth in this Agreement. If either party elects to terminate this Agreement, it shall provide written notice of termination to the other party and this Agreement shall be terminated upon expiration of any applicable grace period.

- d. In the event of the termination of this Agreement by either party:
 - (i) The Project Option shall terminate, and Developer shall be under no obligation to transfer the Project to Client;
 - (ii) Client shall have no right to any portion of the Total Developer Fee;
 - (iii) Client and Developer shall have no further responsibilities towards each other; and

- (iv) Client and Developer agree to release each other from any and all legal claims that could arise under this Agreement.
 - (v) Developer shall have no obligation to deliver records to Client as envisioned in Paragraph 13.
12. **Independent Contractor.** Unless otherwise directed by Client in performing its services hereunder, Developer shall be an independent contractor and not an employee of Client. Developer shall act solely as the agent of Client in the performance of Developer's duties and obligations under this Agreement. Once this Agreement is executed, Developer shall not have the authority to enter into any contracts or agreements on behalf of the Client without the expressed written approval of the Client. All contracts Developer entered into prior to the execution of this Agreement pertaining to the Project, along with the selection of Walsh Construction as Project's general contractor and KASA as Project's architect, shall be deemed approved by Client.
13. **Information and Materials.** Developer shall, upon acquisition by Client of the Project, transfer all rights and deliver to Client all written data and information generated by or for Developer in connection with the Project, and drawings, plans, books, records, contracts, agreements and all other documents and writings in its possession relating to its services or the Project. Client shall have the right to use the same without further compensation to Developer. Developer agrees, for itself and all persons retained or employed by Developer in performing its services, to hold in confidence and not to use or disclose to others any confidential or proprietary information of Client heretofore or hereafter disclosed to Developer.
- This confidentiality requirement includes but is not limited to any data, information, plans, programs, plants, processes, equipment, costs, operations, tenants, or customers which may come within the knowledge of Developer in the performance of, or as a result of, its services, except where: (i) Client specifically authorizes Developer to disclose any of the foregoing to others or (ii) disclosure reasonably results from the performance of Developer's duties; or (iii) such written data or information shall have theretofore been made publicly available by parties other than Developer.
14. **Authority of Developer.** Developer shall have no right or authority, express or implied, to commit or otherwise obligate Client in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by Client. This Agreement shall in no way be construed to authorize Developer to engage in any brokerage services or activities of any nature relating to the Project. Developer's responsibilities under this Agreement consist of advising and consulting with Client in connection with certain matters pertaining to the Project. While the Developer is not itself preparing any design or engineering plans or specifications or performing any of the construction or furnishing any of the materials required for the Project, Developer shall work with Client in an effort to

cause the Project to be completed in accordance with the plans and specifications approved by Client within the time and at a price agreed to by Developer and Client.

15. **Taxes and Contributions.** Developer assumes full and exclusive responsibility and liability for withholding and paying, as may be required by law all federal, state and local taxes and contributions with respect to, assessed against, or measured by Developer's earnings hereunder, or salaries or other contributions or benefits paid or made available to any persons retained, employed or used by or for Developer in connection with its services, and any and all other taxes and contributions applicable to its services for which Developer may be responsible under any laws or regulations, and shall make all returns and/or reports required in connection with any and all such laws, regulations, taxes, contributions and benefits.
16. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.
17. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
18. **No Continuing Waiver.** The waiver of either party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
19. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.
20. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice-versa as the context may require.
21. **Complete Agreement.** This Agreement is intended to be the entire agreement of the parties and may be amended only with the written consent of both parties.
22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

CLIENT

Housing Authority of Clackamas County,
a public body corporate and politic of the Statue of Oregon

By: _____

Its: _____

DEVELOPER

Northwest Housing Alternatives, Inc., an
Oregon nonprofit public benefit corporation

By: _____

Its: _____

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Resident Commissioner Paul Reynolds

Signing on Behalf of the Housing Authority Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

August 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of 2 Agreements with Northwest Housing Alternatives, LLC
for the Pleasant Avenue Veterans Housing Apartments Project in Oregon City

Purpose/Outcomes	The Pleasant Avenue Veterans Housing apartments will include new construction of 2 apartment buildings and parking lot on a vacant 1 acre residential lot in Oregon City to provide 24 veteran households with safe and stable homes.
Dollar Amount and Fiscal Impact	\$240,000 of Community Development Grant (CDBG) funds \$500,000 of HOME grant funds The total project cost is estimated at \$7,077,430
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective immediately through 2033 (15 years after project completion).
Previous Board Action	2017 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 11, 2017 - agenda item 051117-A1.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8962 and 8961

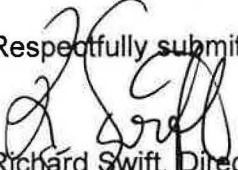
BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a CDBG grant of \$240,000 for infrastructure improvements and a \$500,000 loan of HOME funds for construction of the Pleasant Avenue Veterans Housing apartments. Northwest Housing Alternatives is the developer of this project. The Housing Authority of Clackamas County will eventually own and operate these apartments. The loan agreements were reviewed by County Counsel on March 5, 2018 (CDBG) and August 6, 2018 (HOME).

RECOMMENDATION:

We recommend the approval of these two (2) Agreements and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,


Richard Swift, Director

Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

LOAN AGREEMENT

CLACKAMAS COUNTY HOME PROGRAM

Name of Project: NHA Pleasant Ave Veteran Housing Apartments

This Loan Agreement ("Agreement") is entered into between **NHA Pleasant Ave Veteran Housing Apartments Limited Partnership** ("Owner"), and Clackamas County ("County"), a Participating Jurisdiction under the HOME Program.

This Agreement includes the following attachments:

- | | |
|-----------------------------|--|
| A. Legal Description | E. HOME Affordability Requirements |
| B. Sources and Uses | F. Affirmative Marketing and MBE/WBE Outreach Requirements |
| C. Schedule of Tasks | G. Project Completion documentation |
| D. HOME Match Contributions | |

The parties, in consideration of the mutual promises and obligations set forth below, agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
 - a. **Annual Income.** Annual income as defined at 24 CFR 5.609.
 - b. **Affordability Requirements.** The Affordability Requirements refer to the restrictions on rents and tenant incomes set forth in Section 10 below.
 - c. **HOME-Assisted Units or HOME Unit.** HOME-Assisted units "HOME units" are those units in the Project which were partially or totally rehabilitated, constructed, or otherwise assisted with the use of HOME Funds. The HOME-Assisted units are designated in Section 4 below.
 - d. **HOME Funds.** HOME Funds means the total amount of HOME Program dollars being provided by the County to the Project under this Agreement. See Section 2 below.
 - e. **HOME Program and HOME Regulations.** The federal HOME Investment Partnership Program (HOME Program) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990. HUD's regulations and requirements for the HOME Program are located in 24 CFR Part 92. Should anything in this Agreement or the other Loan Documents conflict with the HOME regulations, the HOME regulations shall prevail.
 - f. **HUD.** The United States Department of Housing and Urban Development.
 - g. **Loan Documents.** The Loan Documents are this Agreement, the Promissory Note, the Trust Deed, and the Declaration of Land Use Restrictive Covenants, all of which are incorporated into this Agreement by reference.
 - h. **Low-Income and Very Low-Income.** A Low-Income household is one whose total income does not exceed 80% of the County's median income. A Very Low-Income household is one whose total income does not exceed 50% of the County's median income.
 - i. **Median Income.** Median Income means the median income for Clackamas County, adjusted for family size, as published by HUD, from time to time.
 - j. **Owner** includes the current Owner and any subsequent Project owner, subject to the County consenting to any transfer under Section 29 below.
 - k. **Period of Affordability.** See Section 9 below.
 - l. **Project.** New construction of two apartment buildings and parking lot on a vacant 1 acre lot to provide 24 units of rental housing. As proposed, the project will provide four studios, twelve 1-bedroom apartments and eight 2-bedroom apartments. Bedrooms in family-sized units are designed to accommodate two-twin beds, allowing sufficient space for children to share rooms. The legal description of the property is set forth in **Attachment A**.

- m. **Project Completion Date.** The project completion date shall be the later of the date when (a) the work is completed, (b) the final HOME drawdown has been disbursed to the Project, or (c) the County has entered the project completion information into HUD's disbursement and information system.

2. HOME FUNDS; LOAN TERMS

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of Five Hundred Thousand Dollars (\$500,000) to the Owner for the Project.
- b. **Loan Terms:**
- i. The HOME Funds will be provided as a **0.0% interest deferred payment loan.**
 - ii. The outstanding principal balance of this loan, together with all accrued and unpaid interest, shall be paid in full upon the earlier of December 31 of the 30th year after execution of the Promissory Note ("Maturity Date"); the sale, assignment or other transfer of title to the Property without the County's consent; or the date Owner or its agents or subcontractors is otherwise in default under any of the Loan Documents (including but not limited to the failure to meet the Affordability Requirements of Section 10 below). Exceptions: A sale pursuant to the Northwest Housing Alternative, Inc.'s ("NHA") buyout option and right of first refusal will not cause the Loan to be due and payable. Neither a transfer nor assignment of a limited partner's interest in Owner, a transfer of any membership or partnership interest in the limited partner or the removal of a general partner for cause, pursuant to the terms of Owner's Agreement of Limited Partnership, shall cause the Loan to be due and payable.
- c. **Loan Documents:** The loan shall be evidenced by this Agreement, a Promissory Note, a Trust Deed, and a Declaration of Land Use Restrictive Covenants, all of which together are incorporated by reference into this Agreement and are referred to collectively as the "**Loan Documents.**"
- d. **Recording Requirement:** NHA agrees to record the Trust Deed and the Declaration of Land Use Restrictive Covenants.

3. PAYMENT OF OBLIGATION.

- a. Payments of principal and interest, if any, shall be made until the loan is paid in full. All payments on the loan shall be applied first to the interest due on the loan and then the remaining amount shall be applied to the principal. No late fees will be charged.
- b. Payments shall be made at such place as County may designate in writing and shall be in the manner and amount as is described in the Promissory Note between the parties relating to this project.

4. HOME-ASSISTED UNITS

- a. Twelve (12) units in the project are HOME-Assisted Units. The total number of HOME-Assisted units has been calculated on the total amount of HOME funds invested in the project, including, but not limited to, this loan. The HOME units are as follows:

Bedroom Size	TOTAL UNITS	Low-Home Units	High Home Units	Total HOME-Assisted
Studio (tenant) unit:	4	1	1	2
1-bedroom (tenant) unit:	12	1	5	6
2-bedroom (tenant) unit:	8	1	3	4
3-bedroom (tenant) unit:	0	0	0	0
TOTALS	24	3	9	12

- b. **Fixed/Floating:** The HOME-Assisted units are designated as FLOATING HOME units as defined at 24 CFR 92.252.
- c. See Section 10 below and Attachment E for rent and income limits for the HOME-Assisted Units.
- d. **Special Needs Set-aside.** 7 units will be set aside for persons with special needs to comply with the County's requirement.

- d. Special Needs Set-aside. 7 units will be set aside for persons with special needs to comply with the County's requirement.

5. **SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS**

- a. All current anticipated sources and uses of funds for the acquisition phase of the Project are set forth in **Attachment B**. The Uses Statement shall specify by line item the source of funds for each such line item. The Owner certifies that (i) it has, or will obtain, commitments of the funds from each of the sources identified, (ii) the sources of funds are sufficient to fund the project in full, and (iii) HOME funds shall only be used for HOME-eligible costs (see 24 CFR 92.206 and 92.214).
- b. The Schedule of Tasks to be undertaken in order to complete the Project is set forth in **Attachment C**.

6. **MATCH REQUIREMENT**

Attachment D documents the Project-related eligible sources of matching contributions as allowed by 24 CFR 92.218 through 92.222.

7. **HOME REGULATIONS**

The Owner agrees to comply with all applicable law including, but not limited to, the HOME Regulations set forth in 24 C.F.R. § 92 *et. seq.*, and with all other requirements of the Loan Documents.

8. **ENVIRONMENTAL REVIEW**

- a. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in 24 CFR Parts 50 and 58.
- b. The County is responsible for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with 24 CFR part 58. The County will not commit any HOME funds toward construction of the Project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.
- c. HOME Funds cannot be used for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.
- d. In the event that changes or modifications to the approved HOME activities are necessary, the Owner must, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the County for the purpose of updating the environmental review record.

9. **PERIOD OF AFFORDABILITY**

- a. **The Initial Period of Affordability is the HUD-required Period of Affordability. It shall be 20 years, without regard to the term of the loan or the transfer of ownership, except as noted in subsection d below. The Initial Period of Affordability begins on the Project Completion Date.**
- b. **The Extended Period of Affordability begins at the end of the Initial Period of Affordability and continues until such time as the loan is paid in full.**
- c. Unless specified otherwise, the Period of Affordability includes both the Initial and the Extended Periods of Affordability.
- d. **Termination of Period of Affordability.** In accordance with 24 CFR 92.252(e), the Period of Affordability may be terminated upon foreclosure or transfer in lieu of foreclosure, but shall be revived according to the original terms if during the original Period of Affordability, the owner of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property.

10. **AFFORDABILITY REQUIREMENTS (RENTS AND TENANT INCOMES)**

- a. To ensure compliance with the HOME "Program Rule," at initial occupancy all of the HOME-Assisted Units must be rented to tenants whose incomes at the time of the tenant's initial occupancy, are less than or equal to 60% of the median income.

- b. **Low-HOME Units.** If the number of HOME-Assisted Units is 5 or more, at least 20% of the HOME-assisted units must be occupied initially and throughout the Period of Affordability by tenants, who at the time of their initial occupancy are very-low-income tenants and the initial rents for those units must not exceed the Low HOME rents shown in **Attachment E**. These rents are subject to periodic adjustment by HUD. If the unit receives federal or state project-based rental assistance, the Low-HOME rent shall not exceed the allowable rent under the rental assistance program.
- c. **High-HOME Units.** After initial occupancy as indicated in paragraph (a) above, the remaining HOME-Assisted Units must be rented during the Period of Affordability to tenants, who at the time of their initial occupancy are low-income tenants and the initial rents for these units must not exceed the High HOME rents shown in **Attachment E**. These rents are subject to periodic adjustments by HUD.
- d. Increases in Tenant's Income.
 - i. Low-HOME rent units
 1. If the income of a tenant in a Low-HOME rent unit rises above 50% of median income, but does not exceed 80% of median income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a very-low-income tenant. The unit occupied by the tenant whose income increased becomes a High-HOME unit and the High-HOME rent must be charged, provided that in no event shall the rent of a HOME-assisted unit that has been allocated federal low-income housing tax credits "LIHTC" increase beyond the maximum applicable LIHTC rent for such unit.
 2. The rent for the unit occupied by the tenant whose income has increased above 80% of median income will be set in accordance with subparagraph iii below.
 - ii. High-HOME rent units
 1. The income of a tenant in a High-HOME rent unit can increase to 80% of median income with no change in the status as a HOME-Assisted Unit or in the tenant's rent.
 2. If the income of a tenant in a High-HOME rent unit rises above 80% of median income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a tenant whose income does not exceed 80% of median income.
 3. The rent for the unit occupied by the tenant whose income has increased above 80% of median income will be set in accordance with subparagraph iii below.
 - iii. Project-based rent subsidy: In accordance with 24 CFR 92.252(b)(2), if the unit receives federal or state project-based rental subsidy, the maximum rent is the rent allowable under the federal or state project-based rental subsidy program.
 - iv. Over-income Tenants: In accordance with 24 CFR 92.252(i), a tenant who no longer qualifies as a low-income household must pay as rent 30 percent of the household's adjusted gross income, except that:
 1. In no event shall the tenant of a HOME-assisted unit that has been allocated federal low-income housing tax credits be charged rent in excess of the maximum applicable LIHTC rent for such unit.
 2. If the HOME-assisted unit is a floating unit, a tenant who no longer qualifies as a low-income household is not required to pay as rent an amount that exceeds the market rent for a comparable unassisted unit in the neighborhood.
- e. Certification and Recertification of Tenant Income: The Owner must certify each tenant's household income, and must recertify such income annually in accordance with HOME regulations.

11. TENANT SELECTION CRITERIA; LEASE REQUIREMENTS

- a. The Owner must adopt written tenant selection policies and criteria, which must be approved by the County. The criteria must be consistent with the purpose of providing housing for very-low-income and low-income households, must be reasonably related to program eligibility and the applicant's ability to perform the lease obligations, must provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as practicable, and must give prompt written notification to any rejected applicant of the grounds for any rejection.

- b. Tenants must be offered renewable lease agreements with an initial duration of at least one year, unless a shorter time period is mutually agreed upon by the tenant and the landlord.
- c. In compliance with 24 CFR 92.253(d), the owner cannot discriminate against rental assistance subsidy holders.
- d. Tenant leases may not contain any of the following provisions:
 - i. Agreement by the tenant to be sued or to have a judgment entered in favor of Owner.
 - ii. Except as allowed by Oregon law, agreement by the tenant to allow Owner to take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties.
 - iii. Agreement by the tenant not to hold Owner liable for any action or failure to act.
 - iv. Agreement by the tenant that Owner may institute a lawsuit without notice to the tenant.
 - v. Agreement by the tenant that Owner may evict tenant without instituting court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - vi. Agreement by the tenant to waive any right to a trial by jury, to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease.
 - vii. Agreement by the tenant to pay attorney fees or costs even if the tenant wins in a court proceeding against the Owner. The tenant may however be obligated to pay costs and attorney fees if the tenant loses.
- e. The Owner may not terminate the tenancy or refuse to renew the tenant's lease except for serious or repeated violation of the terms of the lease, for violation of law, for completion of the tenancy period for transitional housing, or for other good cause. To terminate or refuse to renew tenancy, Owner must serve written notice on the tenant specifying the grounds for the eviction at least 30 days before the termination of the tenancy.

12. PROPERTY STANDARDS

- a. Upon completion, the Project must meet all of the applicable Property Standards in 24 CFR 92.251 for new construction. County staff will periodically inspect the Project during construction and at completion to assure compliance with the Property Standards.
- b. Upon project completion and throughout the Period of Affordability, the Project must be maintained so that it continues to meet the property standards set forth in 24 CFR 92.251.

13. INDEMNIFICATION AND INSURANCE

The Owner agrees to indemnify, defend and hold harmless the County and its officers, elected officials, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands, except when due to the County's negligence or intentional misconduct, arising from performance of this Agreement.

The Owner shall maintain all-risk property insurance in the amount of the full replacement value of the property, commercial general liability insurance in the minimum amount of \$ 1,000,000.00, and Rent Loss insurance in an amount equal to 12 months rental income. Owner shall provide County proof of insurance in the required amounts upon execution of this loan document, and again upon request of the County. Owner shall give county no less than 30 days notice if there is a cancellation, nonrenewal or material change of Owner's insurance. See paragraph 1.12 of the Trust Deed for additional insurance requirements.

14. EVENTS OF DEFAULT

An event of default under the Loan Documents includes, but is not limited to, the following:

- a. Securing all Funding. The Owner must secure all fund sources identified in Attachment B within 12 months from the Effective Date identified in Section 31. A failure to do so shall constitute an event of default under this Agreement.

- b. Availability of the Project's HOME-assisted housing units. Within 24 months from the Effective Date identified in Section 31, the HOME-assisted units funded under this Agreement must be available for occupancy. A failure to do so shall constitute an event of default under this Agreement.
- c. Noncompliance with the Affordability Requirements at any time during the term of this Loan shall constitute an event of default under this Agreement.
- d. Noncompliance with any term or condition of the Loan Documents shall constitute an event of default under this Agreement.

Provided, however, that the party declaring a default must first provide to the other party thirty (30) days written notice specifying the alleged default and giving such other party the opportunity to cure the alleged default during that thirty (30) day period, or during such longer period as is agreed to by the non-defaulting party in writing. County agrees that any cure of any default made or tendered by Investor Member shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

15. REMEDIES FOR DEFAULT

- a. In the event of default, either party may pursue any legal or equitable remedy available to it. Without limiting the foregoing, County may (i) declare the entire amount of the Loan due and payable at once, or (ii) extend the Period of Affordability for a period equal to the length of the period during which noncompliance with the Affordability Requirements existed.
- b. The County and any tenant or applicant who meets the income limitation applicable under 24 CFR 92 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner of its obligations under this Agreement in state court.

16. AFFIRMATIVE MARKETING

If the Project contains five or more HOME-Assisted Units, the Owner must implement and follow the adopted Affirmative Marketing Plan of the County, **Attachment F**. The Owner must maintain records evidencing compliance with the Plan.

17. MINORITY/WOMEN'S BUSINESS

In accordance with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), the County has adopted procedures and requirements for HOME projects for the purpose of encouraging the use of minority and women's business enterprises. The Owner certifies that it will follow and implement the adopted procedures and requirements in **Attachment F**.

18. NON-DISCRIMINATION

- a. The Owner must comply with all applicable federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental or physical handicap, or other protected class. These requirements apply to both employment opportunities and the provision of housing and are specified in
 - i. The Federal requirements set forth in 24 CFR part 5, subpart A, which include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free work; and housing counseling.
 - ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d et seq.);
 - iii. Title VI; Civil Rights Act of 1968, Title VIII, as amended;
 - iv. Equal Employment Opportunity, Executive Order 11246, as amended;
 - v. Section 3 of the Housing and Urban Development Act of 1968;
 - vi. Section 504 of the Rehabilitation Act of 1973;
 - vii. The Fair Housing Act of 1988 (42 U.S.C. 3601-3620);
 - viii. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259);
 - ix. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); and

- x. Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- b. The Owner must maintain data on the extent to which each racial and ethnic group and single-headed household (by gender of head of household) have applied for and rented units in the Project.

19. DISBURSEMENT OF FUNDS

- a. The Owner agrees to request funds under this Agreement only when they are needed for payment of specific allowable costs and only in amounts needed to pay such costs. The payment request must be accompanied by source documentation for actual expenses.
- b. The County shall verify requested amounts for satisfactory completion prior to payment. Payments shall be based upon work completed and approved by the County.
- c. County will not disburse any HOME funds until all the Loan Documents are signed and the following documents are received:
 - i. Copy of the Management Agreement;
 - ii. Copy of HOME tenant lease; and
 - iii. Copy of the written tenant selection criteria.
- d. Five percent (5%) of HOME funds will be withheld until the Owner provides the County with the documentation outlined in **Attachment G**.
- e. The Owner must submit Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-assisted unit) within 120 days of the request for final disbursement.

20. CONTRACTOR DEBARMENT AND SUSPENSION

In order to comply with the requirements of 24 CFR Part 24, the Owner must obtain a certification guaranteeing that no participants in lower tier covered transactions, having to do with the Project financed in whole or in part by the HOME Funds, are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal projects.

21. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to:

- Projects for which HUD's share of the project cost exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share of project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

Section 3 requires that to the greatest extent feasible opportunities for training and employment in connection with planning and carrying out the Project be given to low-income residents of the project area, and contracts for work in connection with the Project be awarded to business concerns, including but not limited to individuals for firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the project area.

22. LEAD BASED PAINT

For all units in the Project (not just HOME-Assisted Units) and for common areas, the Owner must comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 982.401(j)) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) requiring prohibition of the use of lead-based paint whenever HOME Funds are used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

23. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT

The Owner must comply with all the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601-4655).

24. CONFLICT OF INTEREST

Unless an exception is granted by the County pursuant to 24 CFR 92.356(f)(2), no developer, owner or sponsor of the Project, or officer, employee, agent or consultant of the owner, developer or sponsor, may occupy a HOME-Assisted Unit in the Project. This section does not apply to an employee or agent who occupies a HOME-Assisted Unit as the project manager or maintenance worker.

25. FAITH BASED ACTIVITIES

- a. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- b. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary, or prospective program beneficiary, on the basis of religion or religious belief.
- c. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part.

26. RECORDS

- a. Owner must keep such records as are necessary to demonstrate compliance with all parts of this Agreement, including but not limited to the affordability requirements, tenant lease provisions, property standards, affirmative marketing, anti-discrimination, Section 3, MBE/WBE, environmental review, relocation/displacement/property acquisition, labor requirements, lead-based paint, conflict of interest, debarment and suspension and intergovernmental review.
- b. Owner must annually provide tenant eligibility records to the County.
- c. Records provided by Owner must, in addition to any other requirement set forth herein, include the information required under 24 C.F.R. 95.504.
- d. Record Retention Periods
 - i. Except as stated in this subparagraph, records must be retained for five years following the Project Completion Date.
 - ii. Owner must maintain records pertaining to each HOME assisted tenant's income verifications, project rents and project inspections for at least the most recent five year period, until five years after the Period of Affordability has expired.
 - iii. Written agreements must be retained for five years after the agreement terminates.
 - iv. Records covering displacement and acquisition must be retained for five years after the date by which all persons displaced from the Property and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 CFR 92.353.
 - v. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- e. Access to Records. HUD, the Comptroller General of the U.S., the County, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records, in order to make audits, examinations, excerpts or transcripts, or otherwise determine compliance with HOME regulations.
- f. Any duly authorized representative of the Secretary of HUD or the Comptroller General of the United States or the County shall at all reasonable times have access to and the right to inspect, copy audit, and examine all books, records and other documents relating directly to the Owner's receipt and disbursement

of the HOME Funds, as well as access to the Project. Upon request, the Owner must assist the County by serving notice to affected tenants, as required under Oregon Law.

27. MONITORING

- a. Within 60 days of completion, the county staff will make an on-site visit to monitor compliance with the HOME rent and occupancy standards.

The County will monitor the performance of the Owner to assure compliance with the requirements of this Agreement. During the INITIAL Period of Affordability, the monitoring will be conducted in accordance with 24 CFR 92.504(d) and will include on-site inspections and a review of all records required in Section 26 above.

28. WAIVER

Failure by either party to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

29. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party.

30. AUTHORITY TO SIGN

Each party signing this Agreement, and the other Loan Documents, represents that it has full power and authority to enter into this Agreement, and the persons signing this Agreement for such party, if such party is not an individual, have full power and authority to sign for such party and to bind it to this Agreement, and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with the Loan Documents. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

31. EFFECTIVE DATE

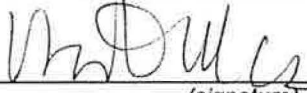
The Effective Date of this Agreement is the date it is signed by all parties.

Signature Page follows

PROJECT OWNER:

NHA Pleasant Ave Veterans Housing Limited Partnership
By: NHA Pleasant Ave Veteran Housing LLC
Its General Partner
By: Martha McLennan, Executive Director

Address: 2316 SE Willard Street
Milwaukie, OR 97222

By: 
(signature)

Printed Name: Martha McLennan
Title: Executive Director


Phone: (503) 654-1007
Fax: (503) 654-1319
Federal ID# 93-0814473

Date 8/6/18

CLACKAMAS COUNTY

Chair: Jim Bernard
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of BCC:


(signature)
Printed Name: Richard Swift
Title: Director,
Health Housing and Human Services

Date _____

Reviewed as to Form:

County Counsel

COOPERATION AGREEMENT

BETWEEN

**CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

AND

NORTHWEST HOUSING ALTERNATIVES

I. Purpose:

- A. This Cooperation "Agreement" is entered into between Clackamas County by and through its Community Development Division ("County") and Northwest Housing Alternatives, Inc. ("NHA") jointly referred to as the Parties, to provide the basis for a cooperative working relationship for the purpose of funding for off-site improvements including waterlines, sewer lines, sidewalks, driveways and storm drainage facilities the "Project" to support the development of the **Pleasant Avenue Veterans Housing apartments**.
- B. The **Pleasant Avenue Veterans Housing** apartments will include new construction of 2 apartment buildings and parking lot on a vacant 1 acre residential lot in Oregon City. When complete, Pleasant Avenue Veterans' Housing will provide 24 households with safe and stable homes.
- C. NHA is a not-for-profit non-governmental entity, with tax-exemption status that provides services to residents of Clackamas County.
- D. The County has determined that the Project is eligible for Community Development Block Grant ("CDBG") funds as off-site improvements in support of affordable housing for Low-Mod Limited Clientele Activity because the Pleasant Avenue Veterans Housing Project will be for low income veteran households. NHA will collect clientele information on the Performance Measures Report attached as Attachment A. The Income Limits for 2017 are shown below:

HUD Annual Income Limits for the Portland-Vancouver Metropolitan Area (As of April 2017)								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$15,700	\$17,950	\$20,420	\$24,600	\$28,780	\$32,960	\$37,140	\$41,320
Low Income	\$26,150	\$29,900	\$33,650	\$37,350	\$40,350	\$43,350	\$46,350	\$49,350

II. Scope of Cooperation:

- A. Under this Agreement the responsibilities of NHA shall be as follows:
 - 1. NHA shall provide all necessary supervisory and administrative support to complete the Project and assist the County with the federal requirements of the grant.

2. NHA shall be solely responsible for the direction, management, and administration of the design, architecture and construction professionals in completion of the Project.
3. NHA shall direct the selected contractor to follow Federal Prevailing Wage Rates for Davis-Bacon requirements and in accordance with Oregon Statute and local procurement laws. NHA will provide copies of all Project bidding documents to the County as documentation.
4. NHA will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance. NHA will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
5. NHA agrees to inform the County in writing prior to making any change in the use of the Property. Should the new use not meet the U.S. Department of Housing and Urban Development ("HUD") eligibility criteria, and/or the clients no longer meet the HUD income guidelines, the NHA shall reimburse County as provided in 24 CFR Part 570.505. Said provision is attached as Attachment B and hereby made a part of this Agreement.
6. Upon completion of the Project, NHA shall operate the Project as affordable housing units. In the event that NHA is no longer able to operate the Project as affordable housing, NHA may submit a written application to the County requesting that the housing be operated as another approved use of the CDBG Program, meeting the National Objective for CDBG funds.
7. NHA agrees that this Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party. Should the Property be sold or converted to a non-qualifying use, NHA agrees to reimburse the County as provided in 24 CFR Part 570.505. Said provision is attached as Attachment B and hereby made a part of this Agreement.
8. NHA shall also adhere to the guidelines of 24 CFR Part 85.43 Enforcement and 85.44 Termination for convenience. Said provision is attached as Attachment C and hereby made a part of this Agreement.
9. NHA agrees to complete the County's form CDBG Match Funds report which identifies other sources of funding allocated for the Project. Said report template is attached as Attachment D and hereby made a part of this Agreement.

B. Under this Agreement the responsibilities of the County shall be as follows:

1. The County agrees to provide and administer available CDBG funds granted by HUD to finance the Project.

2. The County shall conduct necessary environmental reviews described in 24 CFR Part 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
3. The County agrees to provide a Project Coordinator to perform the following tasks for the Project:
 - a. Provide NHA with current prevailing wage information for the General Contractor on the Project.
 - b. Meet with the selected General Contractor as needed to review the federal requirements of the project funding.
 - c. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon and review submitted certified Payroll Forms for the Project to ensure compliance;
 - d. Collect all HUD required Project Close-Out Documents; and
 - e. Authorize payment to NHA of CDBG funds for construction costs for the project per Section III A of this Agreement.
4. The County shall adhere to the U.S. Department of Housing and Urban Development ("HUD") guidelines of the Real Property Acquisition Policies Act of 1970 as amended ("URA") as applicable.

III. Budget and Financial

- A. County will provide up to **\$240,000** dollars of CDBG funds to NHA to complete the Project. The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.
- B. NHA agrees to provide the remainder of the funds for the Project less the amount provided by the County as described in Part III A.
- C. In no event shall NHA financial participation be less than twenty percent (20%) of the final Project cost.

IV. Liaison Responsibility

Stephen McMurtrey will act as liaison from NHA for this Project. Mark Sirois will act as liaison from the County.

V. Special Requirements

- A. Law and Regulations. County and NHA agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 are incorporated by this reference as though fully set forth.

- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- D. Indemnification. NHA agrees to indemnify, defend and hold harmless the County and its officers, elected officials, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of NHA, or their officers, elected officials, agents and employees, in performance of this Agreement. NHA also agrees to accept responsibility for the completed Project work upon the date of substantial completion of the Project work, and to hold harmless and indemnify County and its officers and employees for the Project work thereafter. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, County agrees to indemnify, defend and hold harmless the NHA and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable solely and exclusively to acts or omissions of County, and County's officers, agents and employees, in performance of this Agreement.
- E. Notice of Claims. Each Party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of NHA which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this project and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- I. Conflict of Interest. No officer, employee, or agent of NHA or County who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.
- J. Insurance. NHA owns the Property and will bear the risk of loss from any event whatsoever, and will purchase and maintain appropriate insurance on all affected property. NHA must maintain such insurance at NHA's expense and keep in effect

during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272. The NHA will maintain all required insurance for the term of the Agreement (15 years starting at Construction Close-Out).

- K. Nondiscrimination. NHA and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, familial status, or the presence of any mental or physical disability. These requirements are primarily specified in ORS chapter 659A; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. Handicapped Accessibility. NHA agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the NHA to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. NHA agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. NHA will ensure that the County, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Reversion of Assets. NHA shall ensure that the Property covered under this Agreement is used to meet one of the National Objectives in CFR 570.208 for the full term of this Agreement. If the Property is not used to meet one of the National Objectives for the full term of this Agreement, NHA shall pay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the Property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of the Parties. Amendments become a part of this Agreement only after the Parties have signed the written amendment.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years from the date signed by both PARTIES. The expiration date of this Agreement will be May, 2033.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by the County in accordance with 24 CFR 85.43 resulting from material failure by NHA to comply with any term of this Agreement; or
 - 2. Mutual Agreement by the Parties in accordance with 24 CFR 85.44.
- D. In addition to all other remedies available to the County and HUD under this Agreement and all related documents, upon termination of this Agreement, any unexpended balance of CDBG funds shall remain with the County.

VIII. Integration

This Agreement contains the entire Agreement between NHA and the County and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

XI. Waiver

NHA and the County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

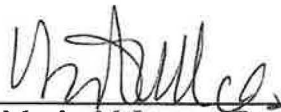
PROJECT TITLE: Pleasant Ave Veteran Housing
PROJECT NUMBER: 53593

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Northwest Housing Alternatives
2316 SE Willard Street,
Milwaukie, OR 97222-7740

CLACKAMAS COUNTY
Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Signing on Behalf of the Board:



Martha McLennan, Executive Director

Richard Swift, Director of Health, Housing
and Human Services

Date

7/26/2018

Date

DUNS: 180757437

Reviewed as to Form:

County Counsel

August 16, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development,
Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,725,000 including a possible \$304,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2017 CoC Consolidated Application renewal and bonus funds on August 17, 2017.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, CD Manager 503-655-8359
Contract No.	NA

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2018 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

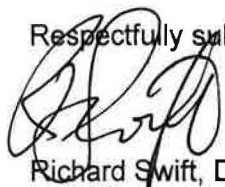
Healthy Families. Strong Communities.

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$304,000.

RECOMMENDATION:

We recommend the authorization of this CoC grants application and that Richard Swift, Director of Health, Housing and Human Services be authorized to sign all CoC applications, supporting documents and County CoC grant award documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the typed name below.

Richard Swift, Director
Health, Housing & Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Application for: Subrecipient funds Direct Grant
Lead Department: H3S Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY2018 Continuum of Care Program Competition, FR-6200-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2018 Continuum of Care
Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2018 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

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

https://www.hudexchange.info/resource/5719/fy-2018-coc-program-nofa/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=b88b1fa1d3-CoC+Comp+e-snaps+now+available+6.28.18&utm_medium=email&utm_term=0_f32b935a5f-b88b1fa1d3-19239657

OR

Application Packet Attached: Yes No


Completed By: Kevin Ko Kevin Ko Date: 8/2/2018

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


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

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: _____
CFDA(s), if applicable: 1/14/1900
Announcement Date: 6/20/2018 Announcement/Opportunity #: FR-2600-N-25
Grant Category/Title: NOFA FY2018 CoC Competition Max Award Value: \$3,032,000
Allows Indirect/Rate: Yes 1.62% Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/18/2018 Other Deadlines: _____
Grant Start Date: 7/1/2019 Other Deadline Description: _____
Grant End Date: 6/30/2020 Program Income Requirement: _____
Completed By: _____
Pre-Application Meeting Schedule: _____

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Chuck Robbins	8/7/18	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Larry Crumbaker	Jeff Alvidge	8-7-18
Name (Typed/Printed)	Date	

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:

County Administration Attestation

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

August 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with LifeWorks Northwest for Outpatient Mental Health Services for Uninsured and Indigent Residents of Clackamas County

Purpose/Outcomes	Provides outpatient mental health services for uninsured and indigent residents of Clackamas County
Dollar Amount and Fiscal Impact	Contract maximum value is \$90,000.
Funding Source	No County General Funds involved. State of Oregon, Community Mental Health Program (CMHP) funds.
Duration	Effective upon signature and terminates June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	#8875

BACKGROUND:

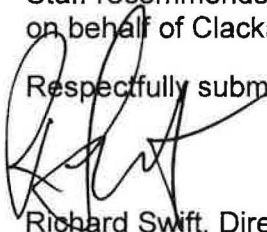
The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Services Contract with LifeWorks Northwest for outpatient mental health services for uninsured and indigent residents of Clackamas County. Assessment and treatment services are provided to individuals with emotional and behavioral disorders, with the focus of services being on improving function and reducing the impact of the emotional or behavioral disorder on daily life.

This contract, with a maximum value of \$90,000, is effective upon signature and continues through June 30, 2020. County Counsel reviewed and approved this contract June 6, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

**AGENCY SERVICES CONTRACT
CONTRACT #8875**

This Agency Service Contract, herein called "Contract," is between the County of Clackamas acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County," and **LifeWorks Northwest**, hereinafter called "Contractor."

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide **outpatient mental health services for uninsured or indigent residents of Clackamas County** as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein. This contract sets forth the terms under which Contractor will contract with County to provide services to clients.

2.0 Term

Services provided under the terms of this Contract shall commence **upon signature and shall terminate June 30, 2020** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Maximum Contract payment shall not exceed **\$90,000.00**.

3.2. Method of Payment. To receive payment, Contractor shall follow processes as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should Contractor fail to perform or document the performance of contracted services, County shall immediately withhold payments hereunder. Such withholding payment for cause may continue until Contractor performs required services or establishes to County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of Contractor.

3.4 Financial Records. Contractor and its subcontractors shall maintain complete and legible financial records pertaining in whole or in part to this Contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following final payment made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.5 Access to Records and Facilities. County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, Contractor shall permit authorized representatives of County and State of Oregon to perform site reviews of all services delivered by Contractor hereunder.

3.5.1 Contractor shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted

Accounting Principles and Oregon Administrative Rules. Contractor shall make reports and fiscal data generated under and for this Contract available to County upon request.

3.5.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. County shall monitor compliance with Contractor's financial reporting and accounting requirements.

3.5.3 Contractor may be subject to audit requirements. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over Contractor.

3.5.4 Contractor shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. Contractor shall make such procedures and documentation of resolution of audit findings available to County upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations and Special Federal Requirements. Contractor shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations incorporated herein by this reference. Contractor shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.1.1 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:

- i. Termination of this Contract, in whole or in part;
- ii. 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
- iii. 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.

4.2 Precedence. Where there is a requirement listed both in the main boilerplate of this Contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without obtaining prior written approval from County.

4.4 Independent Contractor. Contractor certifies that it is an independent contractor and not an employee or agent of County, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of Contractor.

4.5. Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. 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;
- iii. 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
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify and hold County and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to Contractor's negligent or willful acts or those of its employees, agents, volunteers, or those under Contractor's control. Contractor is responsible for the actions of its own agents and employees, and County assumes no liability or responsibility with respect to Contractor's actions, employees, agents, volunteers, or otherwise with respect to those under its control.

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority, and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of Contractor, or its agents or employees under this Contract.

If Contractor is a public body, Contractor's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance required in **Exhibit D**, Insurance.

5.3 Governing Law; Consent to Jurisdiction. This 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. Any claim, action, or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Contractor and County.

5.5 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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Contract.

5.8 Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this Contract:

5.9.1 Contractor shall:

- i. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the performance 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 performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing 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 to Contractor by reason of this Contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- i. 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;
- ii. for all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and
- iii. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 Contractor shall pay employees at least time and a half for all overtime work performed under this Contract in excess of forty (40) hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of its employees under any law or contract for the purpose of providing or paying for the services.

5.9.6 Workers' Compensation. Contractor, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Contractor shall maintain employer's liability insurance with limits of **\$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.**

5.10 Ownership of Work Product. All work products of the Contractor which result from this Contract are the exclusive property of County.

5.11 Integration. This Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Contracts.

5.12 Successors in Interest. The provisions of this Contract shall not be binding upon or inure to the benefit of Contractor's successors in interest without County's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' written notice, delivered by certified mail or in person.

6.2 Termination With Cause. County may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

6.2.1 Terms of the **2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement (CMHP) #153117** are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.

6.2.2 The termination, suspension or expiration of the **2017-2019 Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement (CMHP) #153117.**

6.2.3 County funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2.4 County has evidence that Contractor has endangered or is endangering the health or safety of clients, staff or the public. Contractor shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with County staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Contractor, or the lapse relinquishment, suspension, expiration, cancellation or termination of Contractor's insurance as required in this Contract.

6.2.6 Contractor's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage Contractor's affairs, or the judicial declaration that Contractor is insolvent.

6.2.7 Contractor fails to perform any of the other provisions of this Contract, or fails to pursue the work of this Contract in accordance with its terms, and after written notice from the County, fails to correct such failures within ten (10) business days or such longer period as County may authorize.

6.2.8 Debarment and Suspension. County shall not permit any person or entity to be an Contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. County shall require all Contractors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. County may also issue a written notice of default (including breach of Contract) to Contractor and terminate the whole or any part of this Contract if Contractor substantially fails to perform the specific provisions of this Contract. The rights and remedies of County related to default (including breach of Contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

6.4 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:
LifeWorks Northwest
14600 NW Cornell Road
Portland, OR 97229

If to County:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – CMHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element(s)
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

(Signature page follows)

COPY

August 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Professional, Technical, and Personal Services Contract with Northwest Family Services for Spanish Mental Health First Aid Trainings

Purpose/Outcomes	Provide Spanish Mental Health First Aid module trainings in both youth and adult curriculums.
Dollar Amount and Fiscal Impact	Contract maximum value is \$20,721.07.
Funding Source	No County General Funds are involved. Funding provided through State of Oregon, Oregon Health Plan (OHP).
Duration	Effective upon signature and terminates June 30, 2019
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#8947

BACKGROUND:

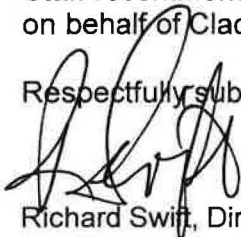
The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department (H3S) request the approval of Professional, Technical and Personal Services Contract #8947 with Northwest Family Services, to provide Spanish Mental Health First Aid (SMHFA) module trainings in both youth and adult curriculums. The SMHFA module trainings youth and adult curriculums provide foundational knowledge and basic skill sets about common behavioral health challenges in youth and adults and steps to take to help an individual who may be experiencing a mental health crisis or concern. The training helps people to understand that mental illnesses are real, common, and treatable, and that early identification and intervention keeps mental illness from becoming worse by encouraging earlier treatment.

This Contract, reviewed and approved by County Counsel on August 6, 2018, is effective upon signature and terminates on June 30, 2019 with a maximum value of \$20,721.07.

RECOMMENDATION:

Staff recommends Board approval of this contract and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

**PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES CONTRACT
CONTRACT #8947**

This Professional, Technical, and Consultant Services Contract (this "Contract") is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "County" and **Northwest Family Services**, hereinafter called "Contractor".

CONTRACT

1.0 Engagement

County hereby engages Contractor to provide behavioral health trainings in the **Spanish Mental Health First Aid (SMHFA)** modules in both youth and adult curriculums as more fully described in **Exhibit B**, Scope of Work, attached hereto and incorporated herein (the "Services").

2.0 Term

Services provided under the terms of this Contract shall commence **upon signature and shall terminate June 30, 2019** unless terminated earlier by one or both parties as provided for in paragraph 6.0.

3.0 Compensation and Fiscal Records

3.1 Compensation. County shall compensate Contractor as specified in **Exhibit C**, Compensation, for satisfactorily performing contracted services as specified in **Exhibit B**, Scope of Work, as follows:

Total payment to Contractor shall not exceed **\$20,721.07**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, Contractor shall submit invoices as described in **Exhibit C**, Compensation.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this Contract, should Contractor fail to perform or document the performance of contracted services, County shall immediately withhold payments hereunder. Such withholding payment for cause may continue until Contractor performs required services or establishes to County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of Contractor.

3.4 Financial Records. Contractor shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least six (6) years after final payment is made under this Contract or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, Contractor shall repay the amount of the excess to County.

3.4.1 Contractor shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. Contractor shall make reports and fiscal data generated under and for this Contract available to County upon request.

3.4.2 County may conduct a fiscal compliance review of Contractor as part of compliance monitoring of this Contract. Contractor agrees to provide, upon reasonable notice, access to all financial books, documents,

papers and records of Contractor which are pertinent to this Contract to ensure appropriate expenditure of funds under this Contract. County shall monitor compliance with County's financial reporting and accounting requirements.

3.4.3 Contractor may be subject to audit requirements. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over Contractor.

3.4.4 Contractor shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. Contractor shall make such procedures and documentation of resolution of audit findings available to County upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. Contractor shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this Contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, which by this reference are incorporated herein.

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:

- i. Termination of this Contract, in whole or in part;
- ii. 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
- iii. 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.

4.2 Subcontracts. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract without written consent of County.

4.3 Independent Contractor. Contractor certifies that it is an independent contractor and not an employee or agent of County, State of Oregon or Federal government. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of Contractor.

4.4 Tax Laws. The Contractor represents and warrants that, for a period of no fewer than six (6) calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. 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;
- iii. 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
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 Indemnification. Contractor agrees to indemnify, save, hold harmless, and defend County, 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 actions, suits, claims or demand attributable in whole or in part to the acts or omissions of Contractor, and Contractor's officers, agents, and employees, in performance of this Contract.

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of Contractor, or its agents or employees under this Contract.

If Contractor is a public body, Contractor's liability under this Contract is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. County shall enforce Contractor compliance with the insurance requirements outlined herein, and shall take all reasonable steps to enforce such compliance. Examples of reasonable steps include issuing stop work orders until the insurance is in full force, terminating the Contract as permitted herein, or pursuing legal action to enforce such requirements. During the term of this Contract, Contractor shall maintain in force, at its own expense, each insurance noted in **Exhibit D**, Insurance.

5.3 Governing Law; Consent to Jurisdiction. This 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. Any claim, action, or suit between County and Contractor that arises out of or relates to performance under this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor by execution of this Contract consents to the in personal jurisdiction of said courts.

5.4 Amendments. The terms of this Contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by Contractor and County.

5.5 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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

5.7 Future Support. County makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Contract.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this Contract:

5.8.1 Workers' Compensation. All subject employers working under this Contract must either maintain workers' compensation insurance as required in the **Exhibit D, Insurance.**

5.8.2 Oregon Constitutional Limitations. 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 such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, Contractor shall:

- i. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the performance 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 performance of this Contract.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, Contractor shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all monies and sums that Contractor collected or deducted from the wages of its employees pursuant to any law, Contract or Agreement for the purpose of providing or paying for such services.

5.9 Integration. This Contract contains the entire Contract between County and Contractor and supersedes all prior written or oral discussions or Agreements.

5.10 Ownership of Work Product. All work products of Contractor which result from this Contract are the exclusive property of County.

6.0 Termination

6.1 Termination Without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' written notice, delivered by certified mail or in person.

6.2 Termination With Cause. County, by written notice of default (including breach of Contract) to Contractor, may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by County, under any of the following conditions:

- i. If County funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the Contract may be modified to accommodate a reduction in funds.
- ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding authorized by this Contract.
- iii. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- iv. If Contractor fails to provide services, outcomes, reports as specified by County in this Contract.
- v. If 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 written notice from County, fails to correct such failures within ten (10) days or such longer period as County may authorize.

6.3 Transition. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Contractor and County shall continue to perform all duties and obligations under this Contract with respect to individuals under care of Contractor to the date of termination.

7.0 Notices

Any notice under this Contract shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor:
Northwest Family Services
6200 SE King Road
Portland, OR 97222

If to County:
Clackamas County Behavioral Health Division
2051 Kaen Road, Suite #154
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – Compensation
- Exhibit D – Insurance
- Exhibit E – CMHP Required Provider Contract Provisions
- Exhibit F – OHP Required Federal Terms & Conditions
- Exhibit G – CMHP Service Element
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)
- Exhibit J – Certification Statement for Independent Contractor
- Exhibit K – Performance Standards

[Signature Page Follows]

August 16, 2018

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Grant Agreement
with LifeWorks Northwest for Relief Nursery Services**

Purpose/Outcomes	Relief Nursery programming includes center-based therapeutic services to children affected by or at risk of experiencing child abuse/neglect, home visitation with parents to increase parenting skills, and respite services.
Dollar Amount and Fiscal Impact	\$72,000 Funded with County General Funds
Funding Source	County General Fund
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CYF-8926

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a local Grant Agreement with LifeWorks Northwest for Relief Nursery programming. Services under this contract will be provided to families with children at risk of and/or that have experienced child abuse/neglect, including therapeutic classroom and home visitation services for a minimum of 16 children and their families, ongoing home-based parent education for up to 20 families, and respite services for 5 families.

This Agreement is funded with County general funds, has a start date of July 1, 2018, and terminates June 30, 2019. It has a maximum value of \$72,000 and has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
LOCAL RECIPIENT GRANT AGREEMENT CYF-8926**

Program Name: *Lifeworks NW – Relief Nursery*
Program/Project Number: CYF-8926

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing & Human Services (COUNTY) and Lifeworks NW (RECIPIENT), an Oregon Non-profit Organization.

COUNTY Data

Grant Accountant: <i>Larry Crumbaker</i>	Program Manager: <i>Chelsea Hamilton</i>
Clackamas County Finance 2051 Kaen Rd. Oregon City, OR 97045 503-742-5429 larrycr@clackamas.us	Clackamas County Children, Youth & Families Division 150 Beaver Creek Rd. Oregon City, OR 97045 503-650-5682 chamilton@clackamas.us

RECIPIENT Data

Finance/Fiscal Representative: <i>Cynthia Asai</i>	Program Representative: <i>Denise Glascock</i>
Lifeworks NW 14600 NW Cornell Road Portland, OR 97229 503-645-3581 x 2954 Cynthia.Asai@lifeworksnw.org	Lifeworks NW Relief Nursery 18907 SE Portland Ave. Gladstone, OR 97027 503-594-1772 x 5772 Denise.Glascock@lifeworksnw.org
FEIN: 93-0502822	

1. Lifeworks NW – Relief Nursery provides a range of services that “wrap-around” the child and their family to reduce parental stress and social isolation, reduce child behavioral problems, improve social-emotional development of very young children, and improve overall stability of families served and reduce the risk of child abuse. Specific services include parenting education and skill-building, mental health assessments, therapeutic classrooms, parent/child psychotherapy, home visits, and respite child care.
2. This Agreement of financial assistance sets forth the terms and conditions pursuant to which Local RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2018 and not later than June 30, 2019, unless this Agreement is sooner terminated or extended

pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement.
4. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$72,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.

- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on templates provided, must reference this Agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY’s discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2019), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY’s right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era

Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to RECIPIENT.

- b) **State Statutes.** RECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request COUNTY resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY, its elected officials, officers, and employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers'

compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its elected officials, agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this Agreement.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-

receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Attached)


SIGNATURE PAGE TO RECIPIENT AGREEMENT

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

RECIPIENT

Lifeworks NW
14600 NW Cornell Road
Portland, OR 97229

By: 

Mary Monnat, CEO/President

8/3/18
Dated

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on behalf of the Board:

Richard Swift, Director
Health, Housing & Human Services

Dated

- Exhibit A: RECIPIENT Statement of Program Objectives
- Exhibit B: RECIPIENT Program Budget
- Exhibit C: Performance Reporting
- Exhibit C-1: Work Plan Quarterly Report
- Exhibit C-2: Demographic Report
- Exhibit C-3: Client Feedback Survey Report
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

EXHIBIT A STATEMENT OF PROGRAM OBJECTIVES

GOAL

Lifeworks NW – Children's Relief Nursery serves high-risk families with children under the age of six with the intensive support they need for their children to grow up safe, healthy and ready for school. Children participate in therapeutic classrooms with low adult-child ratios, and families receive home visits that promote healthy parenting and child development, with the goal of reducing the risk of child abuse and neglect.

OBJECTIVES

Relief Nursery services will be provided to families with children at risk of and/or that have experienced child abuse/neglect. Services include 276 hours of therapeutic classroom and home visitation for a minimum of 16 children, ongoing home-based parent education for 20 families, and respite services for 5 families.

ACTIVITIES

Activities to be conducted under this Agreement include:

- Center-based services – social service professionals and volunteers collaborate to create a safe environment where very young at-risk children can participate with peers in therapeutic activities that promote healthy, age-appropriate development. Services are child-focused, nurturing and exploratory, with attention to safety and meeting developmental milestones.
- Home-based services – case managers regularly visit families in their homes to help them achieve identified family goals. They provide counseling, coaching, safety checks, emotional support, and referrals to other agencies when appropriate, and ongoing support as families build healthier parent/child relationships.
- Respite childcare – parents who need time to take care of personal or family matters can place their young children in scheduled care for several hours a month.

FUNDER RECOGNITION

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Youth & Families Division and include its logo. Media communications should also acknowledge CYF.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

August 16, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Agency Service Agreement with
Northwest Housing Alternatives, Inc. for
HomeBase Program Operations and Financial Assistance

Purpose/Outcomes	Agency provides financial assistance and case management to families and individuals who are homeless or at risk of being homeless.
Dollar Amount and Fiscal Impact	Amendment #2 extends the agreement and adds \$215,000 for a total value of \$430,000.
Funding Source	County General Funds
Duration	July 1, 2018 through June 30, 2019
Previous Board Action	The original agreement was approved July 13, 2017, #071317-A1. Amendment #1 was approved January 11, 2018, #011118-A2.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	8332

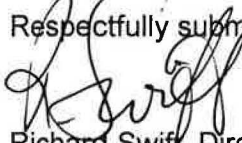
BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department requests approval of an Amendment to an Agency Service Agreement with Northwest Housing Alternatives, Inc. (NHA). This amendment will increase funding to NHA by \$215,000 for a total of \$430,000 for *HomeBase* program case management and administration. NHA provides financial assistance to families and individuals who are homeless or at risk of being homeless. NHA also provides financial assistance to low income families and individuals to access affordable housing or remain stably housed. This amendment will extend the term of the agreement through June 30, 2019. The fund source for this agreement is County General Funds.

RECOMMENDATION:

Staff recommends the approval of this amendment, and that Richard Swift, H3S Director, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,


Richard Swift, Director

Health, Housing and Human Services Department

Healthy Families. Strong Communities.

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

www.clackamas.us

TO READ:

It is expected that the financial assistance funding under this contract will provide assistance to at least **60** households of the estimated 170 total households served by HomeBase **over the contract term**. It is understood that County funds designated for personnel may also be used to deliver similar services funded by other sources who do not pay for program delivery of personnel costs.

AMEND: Exhibit A: Scope of Work and Performance Standards, Section II A. paragraph 9:

Provide financial assistance to low income families and individuals through the Special Client Assistance Fund to access affordable housing or remain stably housed. Financial assistance may include nimble funds to purchase identification such as a driver's license or pay an application fee that covers the credit check or a criminal background report at an apartment complex. These funds may also be used for essential items such as, but not limited to, bus tickets, gas station gift cards, emergency car repair, prescription medication, eyeglasses and medical co-pays.

TO READ:

Provide financial assistance to low income families and individuals through the Special Client Assistance Fund to access affordable housing or remain stably housed. Financial assistance may include the purchase of identification such as a driver's license or pay an application fee that covers the credit check or a criminal background report at an apartment complex. These funds may also be used for essential items such as, but not limited to, bus tickets, emergency car repair, prescription medication, eyeglasses and medical co-pays. Gift card purchases and distribution of gift cards, including gas cards, are not eligible.

AMEND: Exhibit A: Scope of Work and Performance Standards, Section II A. paragraph 3:

Current Income Guidelines established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance are as follows:

TO READ: Exhibit A: Scope of Work and Performance Standards, Section II A. paragraph 3:

Current Income Guidelines established annually by the U.S. Department of Housing and Urban Development **shall be utilized each year to determine eligibility for assistance.**

AMEND: Exhibit A: Scope of Work and Performance Standards, Section II A. paragraph 10:

Services to clients will be limited to the July 1, 2017 to June 30, 2018 contract performance period.

TO READ:

Services to clients will be limited to the July 1, 2017 to June 30, **2019** contract performance period.

AMEND: Exhibit B, REPORTING REQUIREMENTS, I. PROGRAM SPECIFIC REPORTING:

All recipients of homeless assistance funding will be entered in Homeless Management Information Systems (HMIS). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of men, women and children experiencing homelessness.

Data collection of participant demographics, services provided and outcomes is required to be entered into HMIS.

AGENCY shall provide a monthly HMIS Short Term Rental Assistance (STRA) report for any financial assistance provided as back-up to AGENCY invoices. See Attachment 3 for specifics of required reports, instructions and frequency.

AGENCY shall provide staff timesheets and payroll reports for staff time accounted for against this contract to be submitted with AGENCY invoices.

Eighty percent (80%) of program participants who reside in permanent housing at exit maintain permanent housing for six months from the time of exit.

TO READ:

All recipients of homeless assistance funding will be entered in Homeless Management Information Systems (HMIS). HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of men, women and children experiencing homelessness.

Data collection of participant demographics, services provided and outcomes is required to be entered into HMIS.

AGENCY shall provide a monthly HMIS Short Term Rental Assistance (STRA) report for any financial assistance provided as back-up to AGENCY invoices. AGENCY shall also follow HMIS requirements listed in Attachment 3 for specifics of required reports, instructions and frequency.

AGENCY shall provide staff timesheets and payroll reports for staff time accounted for against this contract to be submitted with AGENCY invoices. ***If a time study is submitted, AGENCY shall provide time study process, policy and procedures to be approved by COUNTY.***

Homelessness Prevention – At least 80% of households served are permanently housed at exit and of those, 80% retain permanent housing for at least 180 days (6 months) after the end of subsidy.*

Rapid Re-Housing – At least 60% of households exit to permanent housing and of those, 80% retain permanent housing for at least 180 days (6 months) after the end of subsidy.*

**** A follow-up assessment will be completed by AGENCY which will report where the client is 6 months after they exit a program. AGENCY is required to conduct 6 month follow-ups for all clients exiting, including when follow-up date occurs outside contract term. The requirement to conduct a 6 month follow-up outside the contract term occurs when a client exits the program on or after January 1, 2019.***

AMEND: Exhibit B, REPORTING REQUIRMENTS, II. INVOICING:

Payment shall be fully compensation for COUNTY approved work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

AGENCY, through designated staff, shall submit to COUNTY a monthly (HomeBase) or quarterly (Special Client Assistance Fund) invoice of work completed and the total amount requested based on the budget identified in **Exhibit C**. Invoices shall include the contract # **8332**, dates of service and the total amount due for all services provided during the service month. AGENCY may use the invoice templates provided in **Attachments 1 and 2**.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15th of each month preceding the reporting period.

Invoices shall be submitted to:
Clackamas County Social Services Division
Attn: Jessica Diridoni
2051 Kaen Road
Oregon City, Oregon 97045

Or

Electronically to: jdiridoni@clackamas.us
When submitting electronically, designate AGENCY name and contract # 8332 in the subject line of the e-mail.

Within thirty (30) days after receipt of the invoice, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to AGENCY.

TO READ:

Payment shall be fully compensation for COUNTY approved work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

AGENCY, through designated staff, shall submit to COUNTY a monthly (HomeBase) or quarterly (Special Client Assistance Fund) invoice of work completed **that specifies all expenditures for each month (or quarter)** and the total amount requested based on the budget identified in **Exhibit C**.

Invoices shall include the contract # 8332, dates of service, **invoice number**, and the total amount due for all services provided during the service month **(or quarter)**. **The invoice is to include copies of itemized receipts, money orders (completed with vendor made payable to), petty cash receipts, copies of documentation and/or verification to substantiate the rents, deposits paid and other eligible client assistance.** AGENCY may use the invoice templates provided in Attachments 1 and 2 **or COUNTY approved equivalent**.

Total amount billed shall not exceed amount in Exhibit C.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15th of each month preceding the **expenditure** period. **Invoices for services in June shall be submitted to COUNTY no later than July 10 or as directed by COUNTY to meet end-of-fiscal-year and reporting deadlines.**

Invoices shall be submitted to:
Clackamas County Social Services Division
Attn: Jessica Diridoni
2051 Kaen Road
Oregon City, Oregon 97045

Or

Electronically to: jdiridoni@clackamas.us

When submitting electronically, designate AGENCY name and contract # 8332 in the subject line of the e-mail.

Within thirty (30) days after receipt of a **correct** invoice, **with all required backup documentation and receipts**, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to AGENCY.

AMEND: Exhibit C Budget:

Total maximum compensation under this contract shall not exceed **\$215,000**, with payments to be made as outlined in the body of the contract.

Adjustments to the budget may only be made with the approval of both parties.

Program Costs:

Special Client Assistance Fund	\$15,000
Financial Assistance	\$85,000
Case Management	\$80,000
Administration	<u>\$35,000</u>
Total	\$215,000

TO READ:

Total maximum compensation under this contract shall not exceed **\$430,000**, with payments to be made as outlined in the body of the contract.

Adjustments to the budget may only be made with the approval of both parties.

Program Costs:

Special Client Assistance Fund	\$ 30,000
Financial Assistance	\$170,000
Case Management	\$160,000
Administration	<u>\$ 70,000</u>
Total	\$430,000

AMEND: Exhibit D: SPECIAL REQUIREMENTS

1. AGENCY certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the AGENCY is unable to certify to any of the statements in this certification, such AGENCY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, AGENCY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. AGENCY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

AGENCY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. AGENCY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. AGENCY will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
7. AGENCY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. AGENCY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in AGENCY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) AGENCY's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.

- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
- (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the AGENCY within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5154 of the Drug-Free Workplace Act of 1988.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

TO ADD: Section 1. (e):

*Is included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>*

AND

TO ADD: Section 9, Confidentiality:

Confidentiality. Any and all information regarding any individual serviced by the Project is strictly confidential. All provider and project staff members are expected to comply with the most current local, state and federal laws regarding confidentiality. Information in any form, including in aggregate, shall not be released to any party without the authorization of the individual and/or County. Client information (including identifying the person as a client) should not be released without written authorization from the client. Applicants are required to have a signed agency Release of Information (ROI) form for all clients authorizing the release of information pertinent to determining program eligibility, providing assistance/service, HMIS reporting, and other relevant needs for sharing information. Release forms must be time-limited and specific as to with whom and what information will be shared. ROI's must be obtained from all participants to AGENCY and COUNTY (Social Services Division). Oregon Housing & Community Services Department (OHCS) must be routinely listed as an entity with which client information will be shared as it pertains to data collection and monitoring (including third-party adults and reviews).

AMEND: ATTACHMENT 1 INVOICE TEMPLATE: HOMEBASE (BUDGET COLUMN):

Special Client Assistance Fund	\$15,000
Financial Assistance	\$85,000
Staffing (Case Management)	\$80,000
Administration	\$35,000

TO READ:

Financial Assistance **\$170,000**
 Staffing (Case Management) **\$160,000**
 Administration **\$ 70,000**

AMEND: ATTACHMENT 2 INVOICE TEMPLATE: SPECIAL CLIENT ASSISTANCE FUND (BUDGET):
 \$15,000

TO READ:
\$ 30,000

AMEND: ATTACHMENT 3 HMIS REPORTS DUE TO COUNTY

NORTHWEST HOUSING ALTERNATIVES, INC.
 FY July 1, 2017 through June 30, 2018

Agency	Program	Fund Source	Report	ART Folder	ART Prompts	Frequency	Send To
NHA	HomeBase	CGF	7b. STRA Monitoring (ST)	Public Folder > Clackamas County> STRA Reports>CCSSD_STRA 2. Services & Related \$	EDA Provider: -Default Provider-; <u>Provider(s)</u> : NHA HomeBase Homelessness Prevention Clackamas SP(4451); <u>Start Date</u> : 1 st day of the month; <u>End Date</u> : 1st day of the next month	with Invoice	Jessica Diridoni

TO READ:

NORTHWEST HOUSING ALTERNATIVES INC.
 FY July 1, 2017 through June 30, 2019

Agency	Program	Fund Source	Report	ART Folder	ART Prompts	Frequency	Send To
NHA	HomeBase	CGF	7b. STRA Monitoring (ST)	Public Folder > Clackamas County> STRA Reports>CCSSD_STRA 2. Services & Related \$	EDA Provider: - Default Provider-; <u>Provider(s)</u> : NHA HomeBase Homelessness Prevention Clackamas SP(4451); <u>Start Date</u> : 1 st day of the month; <u>End Date</u> : 1st day of the next month	with Invoice	Jessica Diridoni
HMIS		DESCRIPTION					
6 month follow-up		A follow-up assessment will be completed by AGENCY which will report where the client is 6 months after they exit a program. AGENCY is required to conduct 6 month follow-ups for all clients exiting, including when follow-up date occurs outside contract term.					
Data Quality		AGENCY must correct data quality, missing information, and null data errors as specified by COUNTY and/or OHCS on or before the 10th of each month, for the preceding month.					
Data Entry		AGENCY shall assure that data entry into HMIS occurs in an accurate and timely manner within 3 days of program entry date.					

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

CONTRACTOR

By: 
Martha McLennan, Executive Director

08/06/18
Date
13819 SE McLoughlin
Street Address
Milwaukie, Oregon 97222
City/State/Zip
(503) 655-8600 /
Phone / Fax

Email: mclennan@nwhousing.org
EIN: 93-0814473
State of Oregon Business Registry Number: 158977-13
Federal DUNS Number: 180757437

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Green Energy Solutions, Inc. for
Weatherization Major Measure Construction Services

Purpose / Outcome	To continue to increase energy efficiency to low-income client homes
Fiscal Impact	\$1,050,000 over a three (3) year per period
Funding Source	Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Administration (USDOE) and leveraged private utility funds. No County General Funds are involved.
Duration	1-year contract with one (1) option to extend for an additional two (2) year period.
Strategic Plan Alignment	1. Provide energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
Previous Board Action	None
Contact Person	Jacque Meier, Weatherization Services Program Manager, (503) 650-3339, jacquemei@clackamas.us .

BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families. Work may include insulation, air sealing measures, furnace replacement, and window and door replacement.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

PROCUREMENT PROCESS

On October 31, 2017, a Request for Proposals to develop a qualified list of weatherization contractors was issued. The RFP closed on January 16, 2018, having received six (6) proposals. It was determined that all proposals meet the criteria outlined in the RFP and award was made to all six (6) Proposers.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve the agreement with Green Energy Solutions, Inc. to provide weatherization contracting services and delegate authority to the Department Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION SERVICES CONTRACT MAJOR MEASURE CONTRACTORS

This Weatherization Services Contract (this “Contract”) is entered into between **Green Energy Solutions, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2019**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed one million fifty thousand dollars (**\$1,050,000.00**). Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally,

invoice for payment will be accepted only for measures that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or

Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material

change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

Additional work performed without authorization through a change order shall not entitle Contractor to an increase in job price or extension of work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this

Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Green Energy Solutions, Inc.

Representative Name and Title: Jeffrey Van Dyke / President

Signature:

Date:

Jeffrey Van Dyke

7/17/18



REQUEST FOR PROPOSALS #2017-18

FOR

WEATHERIZATION MAJOR MEASURE CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Patricia Bride
Senior Procurement & Contract Analyst Sr.**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

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.....	October 11, 2017
Protest of Specifications Deadline.....	October 25, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	October 31, 2017, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

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List of Attachments:

- Attachment A – Site Built Sample Work Order
- Attachment B – Manufactured Home Sample Work Order
- Attachment C – Weatherization Major Measure List
- Attachment D – Clackamas County Install Expectations

**SECTION 1
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its Community Solutions Division will receive sealed Proposals per specifications until **2:00 PM, November 6, 2017** (“Closing”), to provide private residence weatherization construction services. No Proposals will be received or considered after that time.

The resulting contracts from this RFP will have a term from the effective date through June 30, 2019, with an option to renew for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, **2051 Kaen Road, Oregon City, OR 97045**, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Division attention George Marlton, Director at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@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 bids from Minority, Women, Veteran, 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. 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 Response 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and 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 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 192.501(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 192.501(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 192.500(1). 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 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 listed in Section 6. 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 the Instructions to Proposers Section 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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 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 Department of Health, Housing and Human Services (“H3S”) seeks to increase the energy efficiency of low-income client homes. To achieve this goal, H3S is establishing a ranked list of contractors qualified to perform weatherization services in single family housing for eligible low-income families throughout Clackamas County (“County”).

3.2 BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

3.3. SPECIAL CONSIDERATIONS

It is the expectation of County and the weatherization program that:

- All residents receiving weatherization services will be treated with dignity and respect; and
- The SFWP serves to meet our stated goals of reducing household energy burden, provide safe and affordable housing in the community, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (“MGA”). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (“SIR”) requirements. The County must follow these policies and procedures when determining which project to go forward with, and which weatherization measures may be completed within each project.

The County will provide a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for this potential project. Using the process described within the contract, the best value and available Contractor will be selected for the project. At this time, "actual" cost information will be used from the Contractor price sheets to identify actual costs. If the costs identified from this individual Contractor make the proposed measures too expensive to be cost effective, the next appropriate Contractor in line will be awarded the project. The same process will be used until a Contractor can be selected that will meet the accepted limits. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.

Prices should be less than, or equal to the maximum price identified as allowable for the unique line items as shown in the Sample Work Order (“SWO”).

SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop WOs based on energy audits, and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the best value to the first available Contractor subject to the SIR requirements, work cap, bonding limitation and acceptance of the work.

In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard bidding specifications, the County may, at the County's sole discretion, request project specific pricing from all eligible Contractors. Such action will be for this specific WO only and will not result in the recalculation of the original proposer ranking.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs reaching 45 calendar days old or more may be put on restriction from receiving additional WOs issued by the County.

3.3.2 Work Assignments and Pre-Job Energy Audit

Actual work, if any, will be awarded as follows:

1. The County will perform a weatherization audit for each dwelling prior to assigning a work order ("WO").
2. The information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project.
3. The County will develop WO's and reserves the right to determine which weatherization measures are to be included in any individual WO.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. If the costs identified, from an individual Contractor makes the proposed measures too expensive to be cost effective, the next best value and available Contractor in line will be selected for the project. The same standard WO will be applied to each subsequent selected contractor.
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.
7. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.
8. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
9. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
10. Contractors may receive WO's that do not require specialized certifications. WO's where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities including, but not limited to, Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft. testing) the Contractor will only be assigned these unique work activities if all

governmental requirements are met and maintained as current by the Contractor. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level.

3.3.3 Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. We understand that circumstances may arise that cause a Contractor to refuse WO's. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4 Target Population Served

The target populations to be served by this RFP are low-income households, living within the County. All households served will have qualified via the County's application process, been referred for audit from an approved County waiting list, and been audited by the County.

3.3.5 Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6 Funding

CSD has budgeted an estimated \$1.2M annually, subject to change from one budget cycle to the next, for this program. Funding sources for the programs come from Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. Funding amount described in this solicitation is not guaranteed.

3.3.7 Technical Training

Periodically CSD, at its cost for the training (but not including Contractor labor costs), may make available training opportunities to Contractors and their staff. Such training may be a requirement for continued participation in the program based on Contractor performance.

3.4 Scope of Services

3.4.1 General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the below specifications which may change from time to time, (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and Oregon Weatherization Assistance Plan for U.S. DOE) as a part of the RFP.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent / substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor 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 (4s 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.

Must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2 Price Escalation / De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the CSD for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WO's. The Contractor will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractor will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3 Hazardous Materials

All materials that include solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et seq with product identifier, a signal word, hazard statements, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are

unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OR OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4 Disqualification

Should a Contractor become disqualified from performing work the Contractor is required to;

- Immediately stop all associated County work activity; and
- Notify CSD of disqualification / debarment, where the receipt of the notification from the Contractor is received by CSD within one (1) business day.

The System for Award Management ("SAM") identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor's license status, such as Active, or Suspended.

3.4.4.1 Oregon Construction Contractors Board (CCB) Licensing / Endorsements / Disqualification

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and /or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement.

See: <http://www.oregon.gov/CCB/board.shtml>

3.4.4.2 SAM - Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract. For additional information visit the

website at www.sam.gov. Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.5 Lead Safe Weatherization

The County has the expectation that all weatherization work performed on pre-1978 housing be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the United States Department of Energy. See the current version of the Oregon Weatherization State Plan for U.S. DOE, Appendix D – Health & Safety Plan, Lead-Based Paint for containment information.

http://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx

It is the Contractor’s responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a WO assignment to a contractor) DOE Oregon State Plan

All Contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related WO in complexes or homes built before 1978. For awarded Contractors, proof of Lead Renovation, Repair and Painting Rule (“LRRP”) certification *must* be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the allocated time, no new WOs shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:
www.oregonremodelers.org

3.4.6 Required Contractor Workshop Training

All awarded contractors are required to attend and complete a vendor workshop training prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Program Overview;
- Staff Contacts and Roles;
- Work Order Process and Change Orders;
- Inspections and Project Expectations; and
- Billing, Invoices and Payments.

All successful contractors are required to have at least one (1) currently employed person on their staff that has attended and completed this workshop. Additionally, this training workshop is also recommended for those who handle work flow, invoices, payments, crew leaders and supervisors. Contractors will attend at their own cost. Contractors are required to notify the CSD within 30 calendar days when / if they no longer have employed within their company a person that has completed the vendor workshop training. Additional information regarding the workshop will be emailed to all contractors upon contract award.

3.4.7 Specifications – Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (“OWAP”), which may be updated from time to time and can be located at:

http://www.oregon.gov/ohcs/Pages/weatherization_training_manuals.aspx

All work shall be completed in compliance with, the then current versions of the OWAP, hereby incorporated by reference. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued version (at the time of a WO assignment to a contractor).

Within the short descriptions contained in this Major Measure Price Sheet ("MMPS"), various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that program standards (e.g., Clackamas County Install Expectations) exceed requirements outlined in the OWAP, the higher standard shall be used.

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.4.8 Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.

County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.4.9 Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.4.10 Major Measure Items

Located in the Attachment - C Weatherization Major Measure List are brief excerpts from the technical specifications / descriptions for each measure item that may be included in a WO.

3.4.11 Performance Measures and Performance Reporting

All work is subject to inspection and acceptance by the County prior to sign off and completion. County reserves the right to inspect any work at any time.

All Contractors' **performance will be monitored for quality, timeliness, and adherence to applicable Clackamas County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. Weatherization measures shall be installed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specifications, codes or regulations; the County shall consult OHCS to determine appropriate action consistent with the codes, regulations and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and / or requirements.

Each accepted WO must be completed by the awarded Contractor within 45 calendar days from acceptance of WO. If a WO falls outside of this timeframe, the Contractor may be placed on restriction and not assigned new WOs until the currently open WO has been completed and approved by the County. Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.4.12 Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2019**, with an option to review for two (2) additional years. At the end of the initial term of the contract, the County, at its sole discretion, can extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial 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 Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 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. An original (clearly indicated) and **six (6)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division
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.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Describe your experience with OWAP for the installation of approved weatherization materials.
- Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Number of years' experience providing energy upgrades.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide the below information, copies provided where appropriate
 - Oregon CCB License
 - Sam.gov/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - LEAD renovators certifications
 - Employer Identification Number
 - Other appropriate licenses (specify)
- Describe firm's standard mobilization time from the time of issuance of a WO.
- Describe composition and number of crews available for work.
- Describe how your firm will provide for trade related work (i.e., in house or subcontracted).
- Describe project understanding and approach.

5.4. Fees - Complete the Single Family Weatherization Major Measure Price Sheet

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(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.

Contractor, 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 _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this “Contract”) is entered into between **XXXXXXXXXX** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$XXXX. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage’s retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section.

Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be

mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion, and successful final inspection. In addition to Contractor’s warranty, manufacturer’s warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each			-	-
7	Seal Plumbing Penetrations	1	each			-	-
86	Jamb Up Weatherstrip Kit	2	each			-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft			-	-
10	R27 Blown-in Fiberglass	468	sq ft			-	-
24	Roof Vent with 92 NFA	4	each			-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
FLOOR MEASURE							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00
							<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE							
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00
							<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
							<\$6,900 Maximum Budget for Window measures
Grand Total Of 3 "Bundles"							0.00 \$12,400 Maximum Budget for All Measures

Your total for this Floor line item should be equal to or below \$4,500

Your total for this Duct Seal line item should be equal to or below \$1,000

Your total for these Windows line items should be equal to or below \$6,900

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

REQUEST FOR PROPOSALS #2017-18
WEATHERIZATION MAJOR MEASURE CONTRACTORS
ADDENDUM NUMBER 2
November 28, 2017

On October 31, 2017, Clackamas County (“County”) published Request for Proposals #2017-18 (“RFP”) and on November 8, 2017 published Addendum #1. The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #2. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

- 1. Section 5.1.1 is deleted in its entirety and replaced with the following:

“Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must clearly identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy (clearly indicated) and **six (6)** copies of the proposal, and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hard copy or email) must be received by the Closing Date and time indicated in Addendum #1.

- 2. Page ii of the RFP, **SCHEDULE** is amended as follows:

Request for Proposals Issued.....	October 31, 2017
Protest of Specifications Deadline.....	November 9, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	November 13, 2017, 2017, 9:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	December 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	December 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

End of Addendum



Green Energy Solutions, Inc.

Home Performance, Insulation, Windows, & Weatherization

23515 NW Clara Lane Suite #150 Hillsboro, OR 97124

Phone: 503-615-4242 . Fax: 503-615-8855

info@nwgesi.com . www.nwgesi.com . CCB # 187201

PROPOSAL RESPONSE

Green Energy Solutions, Inc. intends to be bound by this proposal if accepted by Clackamas County in the Weatherization Program.

A handwritten signature in black ink that reads "Jeffrey VanDyke".

Jeffrey VanDyke
President



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Green Energy Solutions Inc.

Representative Name and Title: Jeffrey S. Van Dyke, President

Signature: Jeffrey S. Van Dyke

Date: December 7, 2017

5.2 Proposer's General Background and Qualifications:

- Green Energy Solutions is a small professional insulation and weatherization Company. GESI does work in low-income, retro, remodel, and new construction markets. Our office and warehouse are located in Hillsboro, Oregon. We have fifteen employees which are comprised of an office staff and field installers.

We are a customer service orientated business that has a very friendly and hard-working staff. Green Energy Solutions was established in 2009. We are a Green company that believes in protecting the environment by using green products and saving energy. Our mission is based on listening to customer's needs and doing the most efficient job possible.

Before starting Green Energy Solutions, we owned 5J Insulation. Many members of our staff have been working for us since 5J's lending to more than 15 years of experience each in this industry. We provide additional training to our staff and installers as needed. We have numerous fiberglass batt and loose fill blow trucks which we make sure are serviced regularly.

- GESI has worked with Clackamas County for the past two years and Multnomah County for the past five years. While working for these counties, we have done all phases and types of weatherization measures. We have worked on over one hundred individual homes in these programs installing all the different major measures. We follow the Oregon weatherization spec manual closely in all projects. Through the years we have become more knowledgeable and experienced in the correct installation procedures and proper materials.
- Our most experienced installers are Ramon Parra (#1 Crew Lead) and Max Parra (#2 Crew Lead). Both have been in the industry over 10 years learning from the ground up. Ramon and Max have weatherized over one hundred homes as crew leads. Both Ramon and Max started as apprentices in weatherization and learned the work on the job doing major measures, many times, before moving on to crew lead. As crew leads they are responsible for leading the crew with their knowledge and experience.
- GESI has been working with Multnomah County Weatherization for the past five years and have been doing very similar work with Clackamas County Weatherization. We have also worked with Clark County PUD and their weatherization program for the last five years and have worked with the Forest Grove PUD weatherization program for the last eight years. Lastly, we have been a three star trade ally with the Energy Trust of Oregon for the last eight years. When working with the ETO, we follow their weatherization spec manual.
- GESI has been providing energy upgrades since 2003. We first started installing energy upgrades at 5J Insulation (2003-2008) and have continued installing them with Green Energy Solutions since 2009. We have also been providing services for low income weatherization and insulation for the last 5 years. Since our office staff and field installers are very experienced, that allows us to meet the standards needed to work with Clackamas County. We also have all of the resources, personnel, equipment, training, certifications and experience needed for doing this type of work.
- Green Energy Solutions bids projects competitively. We understand that each measure must pass REM to qualify as an accepted measure. We try to bring the customer as many measures as possible. In doing so, more value is added to their weatherization project.

Our goal is to complete jobs within the forty five day requirement from the start of the project to the final inspection. We understand it is important to get jobs done in a timely manner.

We have several people on staff that know how to perform blower door testing, pressure balancing, CAZ testing, and duct testing.

At GESI our staff always treats our customers with the utmost respect. We believe this starts with good communication. We communicate with the customer and the county in order to keep them in the loop of what we are doing. Things like dates, times and making everyone aware of any problems that may arise are things we communicate daily.

In the past we have taken advantage of the education and training available through the county. We are always seeking ways to improve our knowledge and quality of work in weatherization. We want to take advantage of any training in the future when funding becomes available. When providing services, we use the Oregon Weatherization Field Guide as the standard in all the work we do. As changes are made to the guide, we follow the new standards.

GESI always uses the best common practices and will call the county weatherization team if we have any questions. We will always use products that are the same or better quality than the ones specified by the County Weatherization Field Guide and will always use the newest and best products available unless the County Weatherization Program specifies an alternative product. We make sure all paperwork, manuals, certificates and warranties are signed properly and made available to the County and homeowner. All UL listings will be available and current. Green Energy Solutions has and will continue to comply with all Federal statutes relating to nondiscrimination.

GESI is presently not disbarred from Federal or State Government agencies. We have not been disbarred in the past but if such should happen, we would notify the county within one day and quit all county work immediately.

GESI understands pricing is set and can't be changed for the first year but after the first year the county can adjust all pricing lower or higher as needed.

Hazardous materials will be labeled as such and handled according to label requirements. If a hazard is unknown, the material will be labeled as an unknown hazard. We have as a company always taken the handling of hazardous materials seriously and follow OSHA codes and requirements.

GESI is licensed in the state of Oregon (CCB) as a general contractor and certified lead base paint renovations contractor. Our licenses' are currently active and we have current bonding and insurance for these licenses. We have many years of experience performing lead safe practices and our crews are lead safe certified renovators and lead safe workers. In addition, we have had in house training in lead safe weatherization. We are an "LRRP" contractor and have submitted required certificates. If awarded a contract, we will begin sending key personnel to required trainings comprising of one staff member from the office and one owner.

GESI uses the current OWAP and will continue to in the future. Management will make sure we are using current work products and operation procedures in the current OWAP. OWAP is the guide that gives current best practices, however, if the county has a higher standard we will follow theirs. We warranty all our work for one year, however, if there is a problem after this period we typically have no problem fixing issues if they are a direct result of the work we preformed.

GESI recycles and uses recycled products. We own a Green Machine which grinds scraps of fiberglass batt insulation into blow material. The fiberglass insulation we use is made of forty percent more recycled glass than other brands. This helps keep waste out of the landfill.

We understand that performance standards are very important and that there will be many inspections throughout the projects to make sure we are doing work to OWAP and county standards. Our goal is to pass all inspections the first time. We have recently set in place new procedures to help us with this goal. When doing work procedures, we will always follow the highest standard of more than one jurisdiction that covers the same code.

We have trained office staff that understands the requirements for invoicing and other procedures. We will be following the procedure outline in the pre-construction training if awarded a contract. We do not plan on rejecting work orders but do understand that if three are rejected in a year we may not be assigned work for six months. We understand we have forty five days to complete work once a work order is received.

With our written quality controls in place we are encouraged to pass inspections the first time around. I understand there are financial penalties for not passing as well as possibly being placed on restriction. Our goal is to avoid this with our new procedures. I am enclosing a copy of these new procedures with this RFP under Attachment F (Action Plan).

- GESI is very service orientated. We always try to improve and we take the weatherization work from Clackamas County very seriously. We work very well with both the county and our customers. We believe good communication and training will make us the best company in the field of weatherization. In addition, our pricing has been very competitive. This allows us to complete more work and allow more measures to get through REM.

5.3 Proposer's General Background and Qualifications:

- SEE ATTACHED LICENSE INFORMATION under attachment G (Licenses and Certificates)
- GESI will start scheduling work as soon as we are issued the work order. This process may be slowed as we will be trying to accommodate dates and times with our customer and required sub-contractors. Homeowners may want to hold off for various reasons and sub-contractors can be out 6 to 8 weeks due to new construction.
- We have two crews dedicated to Clackamas County work that specialize in weatherization work. Each of these crews consists of three people and one of the workers is always a lead.
- We have a list of subcontractors that we have used in the past. Most work we do is in house. We do utilize some sub-contractors to do some work we are not licensed to do. Green Energy Solutions always keeps sub-contractor lead times up to date and we schedule around our sub-contractors schedule for our work to be done so as not to disturb the homeowner over an extended period of time. We also have at least three sub-contractors to choose from for each trade i.e.: electrical, window installs and abatement type issues to name a few.
- When work orders come in for projects that we are awarded our production manager goes over the project with one of our lead supervisors. During this meeting, we discuss the project and any questions that they might have in order for them to fully understand the work. If they have

questions we are not able to answer, we contact the county weatherization department to clarify. Once all questions are answered about the work for our lead supervisors, our office staff will order all needed supplies to do the project and schedule with the homeowners.

The lead supervisor will talk to the crew members about the job and prepare them for the upcoming work. At this time, crew members are able to ask any questions they may have about the project. Once all questions are answered, and the customer is scheduled, we will set up our trucks with all equipment and supplies needed and head out to the job site.

Within the first thirty minutes on the job the crew lead and crew go around and inspect the job site. They will look at areas they will be working in. This time will also be used to inspect for any things that may be a problem later such as cracks in the drywall, leaky water pipes, and broken windows. All found issues that were not on the original work orders will be recorded and documented and change orders issued as needed. Once this is done, work can commence according to the work orders and change orders.

Work orders will be done in the order prescribed by the county. When major items are completed, the crew lead inspects the work for completion and makes sure it is done according to the weatherization manual. If everything has been done correctly, the lead can order a cover inspection. The auditor will come out and inspect the work. Having our crew lead inspect the work prior to the cover inspection should provide for high pass rates. This procedure will be followed for all measures requiring a cover inspection. The crew lead will again inspect the work done before the final inspection is called. If corrections are needed, they will be completed prior to calling for a final inspection. Our office staff will call for final inspections at the direction of the crew lead. At the final inspection, the crew lead or crew members will go over the inspection with the auditor. If a few minor corrections are needed they can be done at this time. After our work has passed the final inspection, our office can begin the invoicing process and submit all required documentation to the county for payment.

ATTACHMENT F

Action Plan for Clackamas County Weatherization - Quality Control

ATTACHMENT F

Action Plan for Clackamas County Weatherization - Quality Control

1. The lead installer will be responsible for the quality control.
2. The lead installer will inspect all work before cover and final inspections.
3. The lead installer will use the Clackamas County Inspection Sheets to inspect the teams work before the Clackamas County inspector comes out to inspect.
4. If the lead installer has any questions on any part of the work they can call Clackamas County Weatherization or consult the spec manual to get answers.
5. After the lead installer inspects the work, before the cover or final inspection, they will sign off on an inspection form to verify it was inspected and that it is ready for cover or final inspection.
6. The lead installer will take his or her inspection results and determine who may need additional training.
7. Additional training will be provided for all professional weatherization techs that need it. Training will be provided from in house sources as well as professional outside sources.
8. The professional weatherization tech will be monitored for their progress in taking the training to the field and improving their quality of work.
9. The process will be looked over by management and will be reviewed with the lead installer for further recommendations. Additional training will be provided until improvements have been accomplished.
10. Training will be an ongoing process.
11. In addition, the training management, lead installers, and the professional weatherization techs will have regular weekly fact finding meetings to discuss any problems with production and quality control.
12. Management and the leads will take that information and improvement solutions to the weekly fact finding meetings.
13. We will document all problem areas and all progress.
14. Management will meet with the leads monthly and discuss all progress, problem areas, and additional training that may be needed from the document progress report.
15. This will be an ongoing system to achieve better performance.

ATTACHMENT G

Licenses & Certificates

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 187201

This document certifies that:

GREEN ENERGY SOLUTIONS INC
23515 NW CLARA LANE SUITE 150
HILLSBORO OR 97124

is licensed in accordance with Oregon Law as a Residential General Contractor.

License Details:

EXPIRATION DATE: 07/23/2019
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: NONE
INSURANCE: \$1,000,000 / \$2,000,000
RMI: JEFFREY SCOTT VAN DYKE
HOME INSPECTOR CERTIFIED: NO

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE

LICENSE NUMBER: LBPR187201

This document certifies that:

GREEN ENERGY SOLUTIONS INC
23515 NW CLARA LANE SUITE 150
HILLSBORO OR 97124

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

License Details:

LBPR LICENSE NO.: LBPR187201
EXPIRATION DATE: 06/25/2018

Entity Dashboard

Entity Overview

Entity Registration

- Core Data
- Assertions
- Reps & Certs
- POCs
- Reports
 - Service Contract Report
 - BioPreferred Report
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[BACK TO USER DASHBOARD](#)

GREEN ENERGY SOLUTIONS INC
DUNS: 049774807 CAGE Code: 7C1C7
Status: Submitted

23515 NW Clara Ln Ste 150
HILLSBORO, OR, 97124-8561,
UNITED STATES

Expiration Date: Not Yet Assigned
Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

DUNS: 049774807
Name: GREEN ENERGY SOLUTIONS INC
Business Type: Business or Organization
Last Updated By: Jeff Van Dyke
Registration Status: Submitted
Registration is pending CAGE validation.
Registration passed IRS Consent validation.

Exclusion Summary

Active Exclusion Records? No



[Search Records](#)
[Data Access](#)
[About](#)
[Help](#)

[Disclaimers](#)
[Accessibility](#)
[Privacy Policy](#)

[FAPIS.gov](#)
[GSA.gov/IAE](#)
[GSA.gov](#)
[USA.gov](#)

IBM v1.P.62.20170224-1621

WWW6

Form **941 for 2017: Employer's QUARTERLY Federal Tax Return**
(Rev. January 2017) Department of the Treasury - Internal Revenue Service

950117

OMB No. 1545-0029

Employer identification number (EIN)	38-3800587		
Name (not your trade name)	Green Energy Solutions, Inc.		
Trade name (if any)			
Address	23515 NW Clara Lane Suite 150		
	Number	Street	Suite or room number
	Hillsboro	OR	97124
	City	State	ZIP code
Foreign country name	Foreign province/country	Foreign postal code	

Report for this Quarter of 2017 (Check one.)	
<input checked="" type="checkbox"/>	1: January, February, March
<input type="checkbox"/>	2: April, May, June
<input type="checkbox"/>	3: July, August, September
<input type="checkbox"/>	4: October, November, December
Instructions and prior year forms are available at www.irs.gov/form941 .	

REV 03/10/17 QBDT

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: *Mar. 12* (Quarter 1), *June 12* (Quarter 2), *Sept. 12* (Quarter 3), or *Dec. 12* (Quarter 4)

1



a department of: **opportunity council**

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Maximiliano Parra
2074 NW Aloclek Dr., Hillsboro, OR 97124
Certificate Number: R-I-18693-15-00915

Course Date: March 25, 2015
Examination Date: March 25, 2015
Expiration Date: March 25, 2020

Chris Clay,
Training Manager / Principal Instructor

4-1-15
Date

John Davies, Training Director

4-1-15
Date





LEAD LEARNING CENTER

Renovator Certificate

EPA # R-I-18898-16-01415
Oregon #R-I-41R018-01415

Daniel Parra
23515 NW Clara Lane # 150
Hillsboro, OR 97124



Renovator Initial (8hr) English
Class/Exam Date: 06-16-2016
Expiration Date: 06-15-2021

UNLIMITED CHOICES®

Lead Learning Center

211 SE 80th Avenue Portland, OR 97215

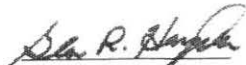
P (503) 234-6167

F (503) 234-9980

training@unlimitedchoices.org

www.unlimitedchoices.org

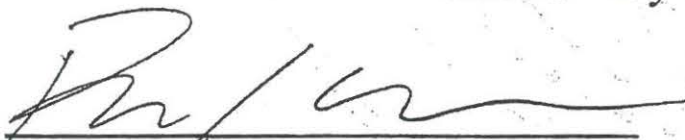

Course Manager


Principal Instructor

Oregon Training Institute
Certificate of Completion
Lead Safe Weatherization Training
This certificate acknowledges that

Jose Ivan Calderon
Green Energy Solutions

*Has successfully completed the
Oregon Training Institutes Lead Safe Weatherization Training on
The 15th day of June, 2017*



Instructor



Oregon Energy Coordinators Association

 **Oregon Training Institute**
Energy Efficiency Education

Oregon 
Housing and Community Services

Oregon Training Institute
Certificate of Completion
Lead Safe Weatherization Training
This certificate acknowledges that

Jesus Parra
Green Energy Solutions

Has successfully completed the
Oregon Training Institutes Lead Safe Weatherization Training on
The 15th day of June, 2017



Instructor



Oregon Energy Coordinators Association

 **Oregon Training Institute**
Energy Efficiency Education


Oregon 
Housing and Community Services

Oregon Training Institute
Certificate of Completion
Lead Safe Weatherization Training
This certificate acknowledges that

Ramon Parra
Green Energy Solutions

Has successfully completed the
Oregon Training Institutes Lead Safe Weatherization Training on
The 15th day of June, 2017


Instructor


Oregon Energy Coordinators Association

 **Oregon Training Institute**
Energy Efficiency Education

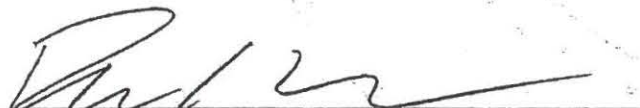
Oregon 
Housing and Community Services

Oregon Training Institute
Certificate of Completion
Lead Safe Weatherization Training

This certificate acknowledges that

Jacabo Fuerte
Green Energy Solutions

Has successfully completed the
Oregon Training Institutes Lead Safe Weatherization Training on
The 15th day of June, 2017


Instructor


Oregon Energy Coordinators Association

 **Oregon Training Institute**
Energy Efficiency Education

Oregon 
Housing and Community Services

ATTACHMENT A
SITE BUILT SAMLE WORK ORDER

**ATTACHMENT A
SITE BUILD SAMPLE WORK ORDER**

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	
INFILTRATION MEASURE							
6	Seal Chimney Chaseway (basement & attic)	1	each	\$150	\$150	-	-
7	Seal Plumbing Penetrations	1	each	\$100	\$100	-	-
86	Jamb Up Weatherstrip Kit	2	each	\$50	\$50	-	-
							- <\$950 Maximum Budget for Infiltration measures
CEILING MEASURE							
9	R38 Blown-in Fiberglass	321	sq ft	128.40	433.35	-	-
10	R27 Blown-in Fiberglass	468	sq ft	163.80	491.40	-	-
24	Roof Vent with 92 NFA	4	each	120.00	160.00	-	-
							- <\$1,700 Maximum Budget for Ceiling measures
WALL MEASURE							
18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	\$140	\$280	-	-
31	Repair or Replace Knee Wall Access Door	2	each	\$80	\$100	-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft	\$378.60	\$1893	-	-
67	R&R Shakes	108	sq ft	\$48.60		-	-
68	R&R Wood Siding	1154	sq ft	\$519.30		-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr	\$800		-	-
							- <\$4,250 Maximum Budget for Wall measures
FLOOR MEASURE							
41	R30 Faced Fiberglass Batts	796	sq ft	398	1194	-	-
44	Extra fee: Floor with Ducts	796	sq ft	79.60		-	-
							- <\$1,800 Maximum Budget for Floor measures
DUCT INSULATION MEASURE							
52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	393.60	492	-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	27.00	48.00	-	-
							- <\$1,000 Maximum Budget for Duct Insulation measures
DUCT SEALING MEASURE							
56	Duct Seal Entire System (Site Built Homes)	1	system	400	400	-	-
							- <\$800 Maximum Budget for Duct Sealing measure
HEALTH & SAFETY MEASURES							
83	Vent Existing Kitchen Fan	1	each	100	100	-	-
83.1	Install New Kitchen Range Hood Fan	1	each	500	500	-	-
84	Furnish & Install Dryer Vent	1	each	75	75	-	-
116	Undercut Door (per door)	3	each	40		-	-
							- <\$1,500 Maximum Budget for Health & Safety measures
Grand Total Of 7 "Bundles"							- \$12,000.00 Maximum Budget for All Measures

Your total for these Infiltration line items should be equal to or below \$950

Your total for these Ceiling line items should be equal to or below \$1,700

Your total for these Wall line items should be equal to or below \$4,250

Your total for these Floor line items should be equal to or below \$1,800

Your total for these Duct Insulation line items should be equal to or below \$1,000

Your total Duct Sealing line items should be equal to or below \$800

Your total for Health & Safety line items

ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
FLOOR MEASURE							
Your total for this Floor line item should be equal to or below \$4,500							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	1272	1908	0.00	0.00 <\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE							
Your total for this Duct Seal line item should be equal to or below \$1,000							
100	Seal Ducts of a Single Wide MH	1	system	325	400	0.00	0.00 <\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE							
Not Bidding Windows							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
Your total for these Windows line items should be equal to or below \$6,900							
							0.00 <\$6,900 Maximum Budget for Window measures
Grand Total Of 3 "Bundles"							0.00 \$12,400 Maximum Budget for All Measures

REFERENCES

1. Multnomah County Weatherization
421 SW Oak Street, #200
Portland, OR 97204

Jose Flores 503-988-7436
Jose.flores@multco.us

2. Energy Trust of Oregon
100 SW Main Street, #1500
Portland, OR 97204

Adam Reese 503-867-2992
Account Manager

3. Clackamas County Weatherization
104 11th Street
Oregon City, OR 97045

Frank Larson 503-650-3330
franklar@co.clackamas.or.us

4. Forest Grove Light & Power
1818 B Street
P.O. Box 326
Forest Grove, OR 97116

Keith Horman 503-992-3149
khormann@forestgrove-or.gov

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: Green Energy Solutions, Inc. Oregon
(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.

Contractor, 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 n/a
Oregon Business Registry Number 1389593-1

Contractor's Authorized Representative

Signature: Jeffrey S Van Dyke Date: December 7, 2017
Name: Jeffrey S Van Dyke Title: President
Firm: Green Energy Solutions Inc.
Address: 23515 NW Clana Lane Suite 150
City/State/Zip: Hillsboro, Oregon 97124 Phone: (503) 615-4242
e-mail: jeff@nwgesi.com Fax: 503-615-8855

Contract Manager:

Name Jennifer Graham Title: Office Manager
Phone number: 503-615-4242
Email Address: jennifer@nwgesi.com

ATTACHMENT C
WEATHERIZATION MAJOR MEASURE ITEM LIST

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
Vendor Name:		Green Energy Solutions, Inc		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material		15%	\$ 159.00
1	Hourly Rate	\$65		\$65
2	Post Blower Door Operations.	\$ 120.00		\$ 120.00
3	Blower Door Directed Air-Sealing	\$ 105.00		\$ 105.00
4	2- part Polyurethane foam system	\$ 1.00	\$ 2.00	\$ 3.00
5	Sheetrock	\$ 2.00	\$ 2.00	\$ 4.00
6	Seal Chimney Chaseway (basement & attic)	\$ 150.00	\$ 150.00	\$ 300.00
7	Seal interior plumbing penetrations	\$ 100.00	\$ 100.00	\$ 200.00
8	Attic Heat Producing Fixtures	\$ 20.00	\$ 35.00	\$ 55.00
8.1	R-49 Blown-in Fiberglass	\$ 0.50	\$ 1.65	\$ 2.15
9	R-38 Blown-in Fiberglass	\$ 0.40	\$ 1.35	\$ 1.75
10	R-27 Blown-in Fiberglass	\$ 0.35	\$ 1.20	\$ 1.55
11	R-19 Blown-in Fiberglass	\$ 0.30	\$ 1.05	\$ 1.35
12	R-38 Blown-in Cellulose	\$ 0.40	\$ 1.60	\$ 2.00
12-1	R-49 Blown-in Cellulose	\$ 0.50	\$ 1.90	\$ 2.40
13	R-27 Blown-in Cellulose	\$ 0.35	\$ 1.40	\$ 1.75
14	R-19 Blown-in Cellulose	\$ 0.30	\$ 1.20	\$ 1.50
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 0.75		\$ 0.75
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 0.50	\$ 0.75	\$ 1.25
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 0.50	\$ 1.00	\$ 1.50
18	R-21 Kraft-faced Fiberglass	\$ 0.50	\$ 1.00	\$ 1.50
19	Tyvek/FSK/Equivalent	\$ 0.15	\$ 0.35	\$ 5.00
20	Twine only	\$ 0.10	\$ 0.20	\$ 0.30
21	R-13 Blown- in Fiberglass Insulation	\$ 0.50	\$ 1.50	\$ 2.00
22	R-15 Kraft-faced Fiberglass batt	\$ 0.40	\$ 1.20	\$ 1.60
23	Roof Vent 50 NFA	\$ 30.00	\$ 30.00	\$ 60.00
24	Roof Vent 92 NFA	\$ 30.00	\$ 40.00	\$ 70.00
25	Gable Vent	\$ 50.00	\$ 60.00	\$ 110.00
26	Soffit Vent or Freeze block Vent	\$ 20.00	\$ 25.00	\$ 45.00
27	Repair &/or Replace Flat Access Door	\$ 30.00	\$ 40.00	\$ 70.00
28	Cut & Make New Operable Flat Attic Access	\$ 60.00	\$ 60.00	\$ 120.00
30	Wx & Insulate Existing Flat Attic Access	\$ 10.00	\$ 20.00	\$ 30.00
31	Repair &/or Replace Knee-wall Access Door	\$ 40.00	\$ 50.00	\$ 90.00
32	Cut & Make Operable Knee-wall Access	\$ 60.00	\$ 60.00	\$ 120.00
33	Cut in & Make inoperable Knee-wall Access	\$ 65.00	\$ 65.00	\$ 130.00
34	Wx & Insulate Existing Knee-wall Access	\$ 15.00	\$ 35.00	\$ 50.00
35	Install New Ground Cover	\$ 0.15	\$ 0.20	\$ 0.35
36	Water Pipe Insulation	\$ 0.35	\$ 0.65	\$ 1.00

38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 0.45	\$ 0.90	\$ 1.35
40	R-25 Faced Fiberglass Batts	\$ 0.50	\$ 1.00	\$ 1.50
41	R-30 Faced Fiberglass Batts	\$ 0.50	\$ 1.50	\$ 2.00
42	R-25 Fiberglass Floor Blow (Site built)	\$ 0.75	\$ 1.75	\$ 2.50
43	R-30 Fiberglass Floor Blow (Site built)	\$ 0.85	\$ 2.00	\$ 2.85
44	Floor with Ducts (additional labor only)	\$ 0.10		\$ 0.10
46	Twine Floor only	\$ 0.10	\$ 0.05	\$ 0.15
47	Irregular Joist Space (additional labor only)	\$ 0.10		\$ 0.10
48	Low-Clearance (additional labor only)	\$ 0.10		\$ 0.10
49	Air Barrier	\$ 0.15	\$ 0.15	\$ 0.30
50	16 x 8 Vent in Wood/rescreen existing	\$ 20.00	\$ 35.00	\$ 55.00
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass	\$ 0.80	\$ 1.00	\$ 1.80
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass	\$ 0.90	\$ 1.60	\$ 2.50
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)	\$ 400.00	\$ 400.00	\$ 800.00
57	2x4 R-13 Cellulose High Density	\$ 0.60	\$ 1.65	\$ 2.25
58	2x6 R-25 Cellulose High Density	\$ 0.70	\$ 2.00	\$ 2.70
59	2x8 R-30 Cellulose High Density	\$ 0.75	\$ 2.15	\$ 2.90
60	2x10 R-38 Cellulose High Density	\$ 0.80	\$ 2.40	\$ 3.20
61	2x12 R-44 Cellulose High Density	\$ 0.85	\$ 2.65	\$ 3.50
62	R-13 Fiberglass	\$ 0.60	\$ 1.40	\$ 2.00
63	R-13 Cellulose High Density	\$ 0.30	\$ 1.50	\$ 1.80
64	Install Cellulose Insulation in wall cavities, not high density	\$ 0.55	\$ 1.40	\$ 1.95
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 0.55	\$ 1.45	\$ 2.00
66	R-13 High Density Fiberglass	\$ 0.55	\$ 1.20	\$ 1.75
67	R & R Shake Siding	\$ 0.45		\$ 0.45
68	R & R Wood Siding	\$ 0.45		\$ 0.45
69	R & R Vinyl Siding	\$ 0.55		\$ 0.55
70	R & R Metal/Aluminum Siding	\$ 0.60		\$ 0.60
71	R & R Asbestos Siding	\$ 1.00		\$ 1.00
72	R & R Blind-Nailed Asbestos Siding	\$ 2.50		\$ 2.50
73	R & R Asphalt Siding	\$ 0.55		\$ 0.55
74	Access Drill and Fill	\$ 0.50	\$ 1.50	\$ 2.00
75	Intentionally left blank			
76	Drill and Fill Stucco Siding	\$ 0.75	\$ 2.00	\$ 2.75
77	Drill & Fill, access through interior walls	\$ 0.55		\$ 0.55
78	Batt & cover open bump out	\$ 0.75	\$ 1.75	\$ 2.50
79	Block & Blow Closed Bump Out	\$ 0.40	\$ 1.45	\$ 1.85
80	Remove & Replace Existing Bath Fan	\$ 500.00	\$ 500.00	\$ 1,000.00
81	Vent Existing Bath Fan	\$ 100.00	\$ 100.00	\$ 200.00
82	Remove & Replace Existing Kitchen Fan	\$ 500.00	\$ 550.00	\$ 1,050.00

83	Vent Existing Kitchen Fan	\$ 100.00	\$ 100.00	\$ 200.00
83.1	Install New Kitchen Range Hood	\$ 500.00	\$ 500.00	\$ 1,000.00
83.2	Install a Humidistat Timer Switch	\$ 125.00	\$ 100.00	\$ 225.00
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 135.00	\$ 135.00	\$ 270.00
83.4	Install New Bath Fan	\$ 600.00	\$ 550.00	\$ 1,150.00
84	Furnish and Install Dryer Vent	\$ 75.00	\$ 75.00	\$ 150.00
85	Fresh Air 80	\$ 125.00	\$ 150.00	\$ 275.00
86	Jamb up Weatherstrip Kit	\$ 50.00	\$ 50.00	\$ 100.00
87	Threshold & Door Shoe	\$ 65.00	\$ 50.00	\$ 115.00
88	Retractable Sweep	\$ 50.00	\$ 50.00	\$ 100.00
89	R & R keyed alike Lockset	\$ 50.00	\$ 50.00	\$ 100.00
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank	\$ 250.00	\$ 550.00	\$ 800.00
92	R&R Pre-hung Door R-7	\$ 250.00	\$ 450.00	\$ 700.00
93	R&R Manufactured Home Door R-7	\$ 250.00	\$ 550.00	\$ 800.00
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent	\$ 2.00	\$ 4.00	\$ 6.00
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 1.75	\$ 3.25	\$ 5.00
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 1.85	\$ 3.50	\$ 5.35
98	R-21 Fiberglass Floor Blow	\$ 1.50	\$ 2.25	\$ 3.75
99	R-30 Fiberglass Floor Blow	\$ 1.75	\$ 2.75	\$ 4.50
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 1.75	\$ 3.00	\$ 4.75
101	Add Cold Air Return grille in furnace closet door	\$ 60.00	\$ 75.00	\$ 125.00
102	Seal Ducts Single Wide	\$ 325.00	\$ 400.00	\$ 725.00
103	Seal Ducts Double Wide	\$ 325.00	\$ 450.00	\$ 775.00
104	Seal branch duct connection (cut open where identified)	\$ 75.00	\$ 100.00	\$ 175.00
105	Replace existing crossover duct	\$ 100.00	\$ 125.00	\$ 225.00
106	Install Blue/Pink Board	\$ 0.50	\$ 1.50	\$ 2.00
107	Repair Belly Board	\$ 0.75	\$ 1.35	\$ 2.10
108	Insulate Water Heater Closet inc. Door	\$ 30.00	\$ 65.00	\$ 95.00
109	Insulate Water Heater Closet Door ONLY	\$ 10.00	\$ 40.00	\$ 50.00
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)	\$ 20.00	\$ 20.00	\$ 40.00
117	Furnish & install by-pass grilles in door	\$ 50.00	\$ 100.00	\$ 150.00
118	Furnish & install by-pass grilles in wall	\$ 75.00	\$ 100.00	\$ 175.00

119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 100.00	\$ 150.00	\$ 250.00
120	Add fresh air to return (1)	\$ 150.00	\$ 150.00	\$ 300.00
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 75.00	\$ 75.00	\$ 150.00
122	Lead Safe Weatherization, hourly labor rate	\$ 50.00	\$ 50.00	\$ 100.00

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Alpha Energy Savers, Inc. for
Weatherization Major Measure Construction Services

Purpose / Outcome	To continue to increase energy efficiency to low-income client homes
Fiscal Impact	\$1,050,000 over a three (3) year per period
Funding Source	Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Administration (USDOE) and leveraged private utility funds. No County General Funds are involved.
Duration	1-year contract with one (1) option to extend for an additional two (2) year period.
Strategic Plan Alignment	1. Provide energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
Previous Board Action	None
Contact Person	Jacque Meier, Weatherization Services Program Manager, (503) 650-3339, jacquemei@clackamas.us .

BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families. Work may include insulation, air sealing measures, furnace replacement, and window and door replacement.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

PROCUREMENT PROCESS

On October 31, 2017, a Request for Proposals to develop a qualified list of weatherization contractors was issued. The RFP closed on January 16, 2018, having received six (6) proposals. It was determined that all proposals meet the criteria outlined in the RFP and award was made to all six (6) Proposers.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve the agreement with Alpha Energy Savers to provide weatherization contracting services and delegate authority to the Department Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION SERVICES CONTRACT MAJOR MEASURE CONTRACTORS

This Weatherization Services Contract (this “Contract”) is entered into between **Alpha Energy Savers Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2019**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed one million fifty thousand dollars (**\$1,050,000.00**). Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally,

invoice for payment will be accepted only for measures that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or

Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material

change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

Additional work performed without authorization through a change order shall not entitle Contractor to an increase in job price or extension of work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this

Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the “Certification Regarding Lobbying” form, and (ii) the “Disclosure of Lobbying Activities Form”, if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor’s other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature

Date

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Name / Title Printed

CCB License Number

Richard Swift, Director
Health, Housing and Human Services

Oregon Business Registry Number

Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: _____

Representative Name and Title:

Signature:

Date:



REQUEST FOR PROPOSALS #2017-18

FOR

WEATHERIZATION MAJOR MEASURE CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Patricia Bride
Senior Procurement & Contract Analyst Sr.**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

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.....	October 11, 2017
Protest of Specifications Deadline.....	October 25, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	October 31, 2017, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

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List of Attachments:

- Attachment A – Site Built Sample Work Order
- Attachment B – Manufactured Home Sample Work Order
- Attachment C – Weatherization Major Measure List
- Attachment D – Clackamas County Install Expectations

**SECTION 1
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its Community Solutions Division will receive sealed Proposals per specifications until **2:00 PM, November 6, 2017** (“Closing”), to provide private residence weatherization construction services. No Proposals will be received or considered after that time.

The resulting contracts from this RFP will have a term from the effective date through June 30, 2019, with an option to renew for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, **2051 Kaen Road, Oregon City, OR 97045**, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Division attention George Marlton, Director at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@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 bids from Minority, Women, Veteran, 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. 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 Response 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and 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 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 192.501(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 192.501(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 192.500(1). 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 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 listed in Section 6. 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 the Instructions to Proposers Section 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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 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 Department of Health, Housing and Human Services (“H3S”) seeks to increase the energy efficiency of low-income client homes. To achieve this goal, H3S is establishing a ranked list of contractors qualified to perform weatherization services in single family housing for eligible low-income families throughout Clackamas County (“County”).

3.2 BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

3.3. SPECIAL CONSIDERATIONS

It is the expectation of County and the weatherization program that:

- All residents receiving weatherization services will be treated with dignity and respect; and
- The SFWP serves to meet our stated goals of reducing household energy burden, provide safe and affordable housing in the community, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (“MGA”). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (“SIR”) requirements. The County must follow these policies and procedures when determining which project to go forward with, and which weatherization measures may be completed within each project.

The County will provide a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for this potential project. Using the process described within the contract, the best value and available Contractor will be selected for the project. At this time, "actual" cost information will be used from the Contractor price sheets to identify actual costs. If the costs identified from this individual Contractor make the proposed measures too expensive to be cost effective, the next appropriate Contractor in line will be awarded the project. The same process will be used until a Contractor can be selected that will meet the accepted limits. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.

Prices should be less than, or equal to the maximum price identified as allowable for the unique line items as shown in the Sample Work Order (“SWO”).

SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop WOs based on energy audits, and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the best value to the first available Contractor subject to the SIR requirements, work cap, bonding limitation and acceptance of the work.

In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard bidding specifications, the County may, at the County's sole discretion, request project specific pricing from all eligible Contractors. Such action will be for this specific WO only and will not result in the recalculation of the original proposer ranking.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs reaching 45 calendar days old or more may be put on restriction from receiving additional WOs issued by the County.

3.3.2 Work Assignments and Pre-Job Energy Audit

Actual work, if any, will be awarded as follows:

1. The County will perform a weatherization audit for each dwelling prior to assigning a work order ("WO").
2. The information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project.
3. The County will develop WO's and reserves the right to determine which weatherization measures are to be included in any individual WO.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. If the costs identified, from an individual Contractor makes the proposed measures too expensive to be cost effective, the next best value and available Contractor in line will be selected for the project. The same standard WO will be applied to each subsequent selected contractor.
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.
7. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.
8. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
9. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
10. Contractors may receive WO's that do not require specialized certifications. WO's where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities including, but not limited to, Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft. testing) the Contractor will only be assigned these unique work activities if all

governmental requirements are met and maintained as current by the Contractor. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level.

3.3.3 Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. We understand that circumstances may arise that cause a Contractor to refuse WO's. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4 Target Population Served

The target populations to be served by this RFP are low-income households, living within the County. All households served will have qualified via the County's application process, been referred for audit from an approved County waiting list, and been audited by the County.

3.3.5 Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6 Funding

CSD has budgeted an estimated \$1.2M annually, subject to change from one budget cycle to the next, for this program. Funding sources for the programs come from Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. Funding amount described in this solicitation is not guaranteed.

3.3.7 Technical Training

Periodically CSD, at its cost for the training (but not including Contractor labor costs), may make available training opportunities to Contractors and their staff. Such training may be a requirement for continued participation in the program based on Contractor performance.

3.4 Scope of Services

3.4.1 General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the below specifications which may change from time to time, (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and Oregon Weatherization Assistance Plan for U.S. DOE) as a part of the RFP.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent / substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor 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 (4s 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.

Must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2 Price Escalation / De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the CSD for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WO's. The Contractor will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractor will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3 Hazardous Materials

All materials that include solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et seq with product identifier, a signal word, hazard statements, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are

unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OR OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4 Disqualification

Should a Contractor become disqualified from performing work the Contractor is required to;

- Immediately stop all associated County work activity; and
- Notify CSD of disqualification / debarment, where the receipt of the notification from the Contractor is received by CSD within one (1) business day.

The System for Award Management ("SAM") identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor's license status, such as Active, or Suspended.

3.4.4.1 Oregon Construction Contractors Board (CCB) Licensing / Endorsements / Disqualification

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and /or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement.

See: <http://www.oregon.gov/CCB/board.shtml>

3.4.4.2 SAM - Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract. For additional information visit the

website at www.sam.gov. Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.5 Lead Safe Weatherization

The County has the expectation that all weatherization work performed on pre-1978 housing be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the United States Department of Energy. See the current version of the Oregon Weatherization State Plan for U.S. DOE, Appendix D – Health & Safety Plan, Lead-Based Paint for containment information.

http://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a WO assignment to a contractor) DOE Oregon State Plan

All Contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related WO in complexes or homes built before 1978. For awarded Contractors, proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification *must* be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the allocated time, no new WOs shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:
www.oregonremodelers.org

3.4.6 Required Contractor Workshop Training

All awarded contractors are required to attend and complete a vendor workshop training prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Program Overview;
- Staff Contacts and Roles;
- Work Order Process and Change Orders;
- Inspections and Project Expectations; and
- Billing, Invoices and Payments.

All successful contractors are required to have at least one (1) currently employed person on their staff that has attended and completed this workshop. Additionally, this training workshop is also recommended for those who handle work flow, invoices, payments, crew leaders and supervisors. Contractors will attend at their own cost. Contractors are required to notify the CSD within 30 calendar days when / if they no longer have employed within their company a person that has completed the vendor workshop training. Additional information regarding the workshop will be emailed to all contractors upon contract award.

3.4.7 Specifications – Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards ("OWAP"), which may be updated from time to time and can be located at:

http://www.oregon.gov/ohcs/Pages/weatherization_training_manuals.aspx

All work shall be completed in compliance with, the then current versions of the OWAP, hereby incorporated by reference. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued version (at the time of a WO assignment to a contractor).

Within the short descriptions contained in this Major Measure Price Sheet ("MMPS"), various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that program standards (e.g., Clackamas County Install Expectations) exceed requirements outlined in the OWAP, the higher standard shall be used.

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.4.8 Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.

County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.4.9 Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.4.10 Major Measure Items

Located in the Attachment - C Weatherization Major Measure List are brief excerpts from the technical specifications / descriptions for each measure item that may be included in a WO.

3.4.11 Performance Measures and Performance Reporting

All work is subject to inspection and acceptance by the County prior to sign off and completion. County reserves the right to inspect any work at any time.

All Contractors' **performance will be monitored for quality, timeliness, and adherence to applicable Clackamas County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. Weatherization measures shall be installed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specifications, codes or regulations; the County shall consult OHCS to determine appropriate action consistent with the codes, regulations and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and / or requirements.

Each accepted WO must be completed by the awarded Contractor within 45 calendar days from acceptance of WO. If a WO falls outside of this timeframe, the Contractor may be placed on restriction and not assigned new WOs until the currently open WO has been completed and approved by the County. Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.4.12 Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2019**, with an option to review for two (2) additional years. At the end of the initial term of the contract, the County, at its sole discretion, can extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial 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

Category	Points available:
Proposer's General Background and Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 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. An original (clearly indicated) and **six (6)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division
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.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Describe your experience with OWAP for the installation of approved weatherization materials.
- Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Number of years' experience providing energy upgrades.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide the below information, copies provided where appropriate
 - Oregon CCB License
 - Sam.gov/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - LEAD renovators certifications
 - Employer Identification Number
 - Other appropriate licenses (specify)
- Describe firm's standard mobilization time from the time of issuance of a WO.
- Describe composition and number of crews available for work.
- Describe how your firm will provide for trade related work (i.e., in house or subcontracted).
- Describe project understanding and approach.

5.4. Fees - Complete the Single Family Weatherization Major Measure Price Sheet

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(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.

Contractor, 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 _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this “Contract”) is entered into between **XXXXXXXXXX** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$XXXX. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage’s retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section.

Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be

mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion, and successful final inspection. In addition to Contractor’s warranty, manufacturer’s warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each			-	-
7	Seal Plumbing Penetrations	1	each			-	-
86	Jamb Up Weatherstrip Kit	2	each			-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft			-	-
10	R27 Blown-in Fiberglass	468	sq ft			-	-
24	Roof Vent with 92 NFA	4	each			-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
111	Vinyl Replacement Window	141	sq ft			0.00	0.00	0.00 <\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00	
Grand Total Of 3 "Bundles"							0.00	\$12,400 Maximum Budget for All Measures

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

ALPHA ENERGY SAVERS RFP SUBMISSION
RFP #2017-2018 WEATHERIZATION MAJOR MEASURE CONTRACTOR

5.2 Proposer's General Background and Qualifications:

A) Description of firm

Alpha Energy Savers, Inc. has been performing energy efficiency work on existing single and multi-family homes and mobile homes since 1979. Thirty-eight years of experience in residential home energy efficiency work is what Alpha Energy Savers brings to the table – we are weatherization experts. In 1979 we began working with Portland General Electric's weatherization program which then became Energy Trust of Oregon. Our work in the low-income weatherization programs began soon after we started the company and we have been in constant collaboration throughout the years. We take pride in having longstanding qualified staff and crew members and low turnover at Alpha. Our CCB License has ALWAYS been in good standing and we maintain continuing education credits each year. We are a 3-star (highest ranking) Trade Ally contractor with Energy Trust of Oregon, a contractor partner at ENHABIT, a member of the Home Performance Guild and our Operations Manager holds a Board position on the Guild. Our crew and staff hold all required certificates and attend additional training sessions and hold additional certificates, which are listed in section C. Since our inception our goal has been to make people's homes more comfortable and their utility bills affordable.

We are financially stable, without any debt and we keep our overhead down to a minimum. We own outright all our own equipment and vehicles. We have two weatherization crews, and an additional windows/door installer team.

The list of our expertise includes: insulation, window & door replacement & repair, air & duct system testing, duct sealing, air sealing, EPDM roofing, bath & kitchen fans, home performance & safety evaluations, lead safe practices. We were one of the first companies in Oregon to have Building Performance Institute (BPI) trained technicians and continue to keep BPI technicians staffed.

B) Experience with OWAP

We are well versed with OWAP – Oregon Weatherization Assistance Program (Specifications). Each crew vehicle has a copy on hand and each staff member holds one in their office. Our project supervisor utilizes OWAP procedures for each job we tackle. We keep our OWAP binder up to date by incorporating the newest changes and have continuous conversation with our county liaisons to make sure everyone is on the same page on the meaning of each change. We follow the OWAP for materials to use and procedures to follow.

C) Credentials / Experience of key individuals

- a. Ken Ewalt – Ken started with the company 37 years ago. He is our windows and doors lead installer and Secretary (officer) of our company. He has the following certification: LEAD Renovator and has been trained in the following: Envelope Professional; Heating Professional; Building Analyst Professional; Duct Testing and Sealing; Residential Air Distribution Systems & BPI.

- b. Salvador Santos – Started with the company 18 years ago as an installer and moved up to a crew lead. In 2005 he was promoted to a Project Supervisor position overseeing all our crews and work orders. He is also now our estimator for all jobs. Salvador is BPI Certified and is continuously updating his CEU's, he also holds a LEAD Renovator Certification. He has also completed the following training: Building Analyst Professional, Envelope Professional, RetroDuct, New Duct, Air Source Heat Pump, Heating Professional, Disaster Resilience, Auditor Training, Stick Built Homes Shell Technician, Mobile Home Shell Technician, EPS in Oregon training, CakeSystems Software Training, OSHA 30 class. Salvador speaks Spanish and English.
- c. Jesus Lopez – Started with the company 12 years ago as an installer and has since moved into a crew lead position. Jesus is LEAD Renovator certified and has the following training: Stick built Homes Shell Technician, Mobile Home Shell Technician, Oregon Premium Duct System Contractor, LEED GA. Jesus speaks Spanish and English.
- d. Ricardo Gonzales – Started with the company 12 years ago as an installer and has been promoted to the crew lead position. He is also the windows and doors installer teammate with Ken Ewalt. Ricardo is LEAD Renovator certified and has the following training: Stick built Homes Shell Technician, Mobile Home Shell Technician, Duct System Certified. Ricardo speaks Spanish and English.
- e. Jose Luis Guido Rosales has been with our company for two years. He is a weatherization installer that works under our crew lead. Jose is LEAD renovator certified and is a Mobile Home Shell Technician & Stick Built Homes Shell Technician. He speaks Spanish and some English.
- f. Suong Ngo has been with the company over a year. He is a weatherization installer that works under our crew lead. He is LEAD renovator certified and is a Mobile Home Shell Technician & Stick Built Homes Shell Technician. He has many years of weatherization work as an installer prior to working at Alpha. He speaks English and Ilocano (Filipino).
- g. Chevy Nash is the Operations Manager and has been with the company for three years. Chevy serves on the Board of the Home Performance Guild, is BPI Certified, LEAD Renovator Certified and is an Oregon Tradeswoman, Inc Pre-Apprenticeship graduate. She attends all Energy Trust of Oregon Trade Ally Forums, HPG Board and Guild membership meetings, HPG annual conference, Home Performance Coalition conference and all county weatherization meetings.

D) Description of providing similar services to public entities of similar size within the past five (5) years.

Alpha Energy Savers currently holds contracts for the low-income weatherization programs with Multnomah County, Washington County and Clackamas County. Under these contracts we complete energy efficiency work on existing homes, both stick built and mobile home, utilizing the Weatherization Assistance Program Field Guide and Standards.

We have just completed a three year contract with TriMet where we were the General Contractor for the Noise Mitigation Program which was started with the completion of the Orange Max line running to/through Milwaukie, OR. We provided insulation, air sealing, windows and door replacements, HRV installs, electric work and more to residential homes that were affected by noise created by the new Max line. The program was set up to cut down on noise coming into the house from the Max line & stations AND the added benefit was that the customer received a more energy efficient home. Win!

Win! In several circumstances TriMet asked us to do other than weatherization work by building fences to help with noise reduction & annoyance and to tear down and replace chimneys that were possibly damaged due to the earth movement during the building process of the Max line. We believe the work listed here shows the great diversity our company has with tackling all kinds of jobs.

E) Number of years' experience providing energy upgrades –

38 years. This company was started by Robert Obrist in 1979 for making existing homes more energy efficient and comfortable. The longevity of our company, thus the years of experience, we have is an amazing track record and one we are very proud of.

F) Description of the firm's ability to meet the requirements in Section 3

Our employees are our most valuable asset. As stated previously our crew leads, estimator/project supervisor, project manager, windows installer and operations manager all have longevity in the energy efficiency field, extensive training and great knowledge and skill in the work they do. We are not only able to say we can meet the requirements of Section 3, we also have a long history of PROOF as we have been doing this work since 1979 AND we have also done this work with Clackamas County and other public entities.

We treat all customers with respect and help them to feel comfortable by explaining the work we are there to complete and answer questions they have. We make ourselves available to continue to answer their concerns through the job and after. We also understand that some customers might need special considerations and we take extra time and attention when it is needed. Our job is to complete the task at hand and to leave the customer satisfied with us as a company and comfortable in their homes because of the valuable work we completed.

We know that Clackamas County will evaluate low income mobile, single family homes and apartments to determine their weatherization needs. Clackamas County will issue a work order that will list the necessary weatherization measures, access, health & safety issues and integrity of the home. We will create our own detailed work order that will include a scope of work to ensure that all of the weatherization measures are installed properly to the State's weatherization requirements.

As we have been given the opportunity to bid on projects in the past we would send Salvador our inspector/auditor/estimator/project supervisor to the walk throughs and he takes extensive photos and notes of each project. We put together solid and competitive bids and if we win the bid we already have vast knowledge about the job ahead of us. Salvador visits each jobsite prior to work beginning to go over the job in greater detail, does a full inspection of the work on the work order, informs the homeowner what to expect, types up extensive notes for his crew and a plan of attack for the work at hand and submits schedule of work items, cover inspections needed to the weatherization staff. He schedules the work with the homeowner and keeps in contact with the County inspector/auditor/staff and the goings on of said job. Communication is key and it's something we take great pride in.

Most of our crew are bilingual (English/Spanish and Ilocano-Filipino) which can be very helpful in speaking to many of our customers.

All our employees have smart phones and we utilize Google's calendar to schedule all our jobs and we can include up to date detailed work orders and notes at their disposal at all times. Utilizing Google

calendar allows everyone on the staff to know where the crews are and where they are going next. In addition to the work order information in the notes of the calendar each job has a hard copy file folder that includes the work order, data sheets, and any necessary documentation such as Lead Safe paperwork that floats between the office prior to job, on crew truck during job and back to office when job is complete. We have ongoing daily communication process between our crew leads and our project supervisor. We also have online Dropbox access for our crew leads, window installer, project supervisor and operations manager to access at anytime from anywhere on their phones and computers to allow the immediate sharing of photos and paperwork that is in the customers file digitally.

Our job folders and our computer system are key to our record keeping as we keep hard copies of all documentation in the job folders AND a digital copy in the computer system and we have backups in Dropbox. Each job has its own hard copy folder and we color code them for the program it's associated with. I.e.: **yellow** for Multnomah County; **red** for Washington County; **purple** for Clackamas County; **green** for TriMet & cash jobs; **blue** for windows only jobs.

Our Operations Manager keeps all mandatory insurance, certifications and licenses, paperwork, contracts and invoicing up to date as required by the County contracts. We understand that there is a monetary work cap that the contract states and our bond/insurance allows and that we are to complete work before contracting for more work.

Our crew leads take their work trucks home each night and do materials pick up each morning and they then proceed on to jobsite. We have found this the most efficient use of our crew's time and gets them to the jobsite in a very timely manner each day. Each truck carries a binder with a copy of the MSDS, OWAP, and Lead-Safe Certified Guide to Renovate Right booklets for homeowners, necessary licenses and permits. The office has binders with all certifications and licenses & permits.

We keep records of our subcontractor's licenses and update them annually as well as check on the CCB website periodically to verify good standing and have subcontractor agreements. We understand that prices are to stay the same throughout of the contract but that the county can offer adjustments in price to reflect the increased/decreased labor or materials costs. We acknowledge that we handle & dispose of any hazardous materials properly. We are well versed in the protocols of Lead Safe Paperwork and our crew carries the Lead Safe Renovators Booklet in the truck with them. We understand that we are to follow all protocols listed in the contract with the county and if we don't we will be disqualified – but we have no worries about following direction – again we have a long record in being more than qualified. Our staff will attend any required contractor workshop training and look forward to any of those opportunities. Our company stands behind it's work and warranties the work we do and extends our warranties based on the county contractual requirements, currently at one year. We will use recycled materials that meet code and cost as much as possible. We expect to follow all major measure items listed in Attachment E and know that our work will be inspected for each job and we are to pass all inspections and if we don't we will immediately assign crew to fix any issues. Finally, we have every intention of completing our duties for the duration of the contract.

G) Description of what distinguishes the firm from other firms performing similar service.

Not to sound like a broken record but our longevity in the industry helps us stand out from our peers. 38 years is nothin' to sneeze at. We have extremely knowledgeable employees & crew. We do not have a high rate of turnover at Alpha Energy Savers because our motto is to treat our employees with great

respect, pay well, don't micro manage and consider the employees employment more important than the bottom line.

The owner of our company, Robert Obrist walks in every Thursday to sign checks and he asks the same question "Is everyone happy? If not, tell me what would help." He will sacrifice profit EVERYTIME to make sure his employees continue to get a paycheck on a constant basis. EVERYTIME his employees come first. So the owners heart is also what distinguishes us from other companies.

Rob started Alpha Energy Savers in 1979 when Jimmy Carter was in office and was dealing with the oil/energy crisis of the 70's and 80's. Energy efficient homes are essential to helping our Mother Earth as well as to the humans that live in them and struggle financially to survive. Once we, Alpha and the County work together to make a home more energy efficient we have helped both our environment and our customers to be comfortable in their homes. It's a WIN WIN!

5.3 Scope of Work

a) Oregon CC License: 34972

b) SAM.gov/DUNS # 09-830-1476

c) CCB Lead Based Paint Renovation Contractors License Number LBPR34972

d) LEAD Renovators Certifications

-Ken Ewalt	R-R-41R028-16-00001
-Salvador Santos	R-R-41R028-16-00004
-Jesus Lopez	R-I-128533-16-02323
-Ricardo Gonzalez	41-R-026-00118
-Jose Luis Guido Rosales	R-I-41R028-16-00047
-Suong Ngo	R-I-128533-16-02092
-Chevy Nash	R-I-128533-16-02091

e) Employer ID Number: 93-0739865

f) Others: CCB Energy Efficiency and Sustainable Technology License: EEAST #34972; Metro Contractors Business License #1600; Energy Trust of Oregon – 3-star Trade Ally (top rating); BBB (Better Business Bureau) Accredited Business; Enhabit program contractor.

g) Describe firm's standard mobilization time from the time of issuance of a WO –

Within one-week of Salvador receiving a work order he is contacting the homeowner to set up a in-house (jobsite) meeting with the homeowner for pre-work inspection and within two weeks of the meeting we are beginning work on the job. This, of course, depends on the customers availability. We are mindful of the time allotment of each job and stay on course to complete the job within the deadline.

h) Describe composition and number of crews available to work -

We have two 2-man crews.. We can send them out as two crews when necessary, or have all four of them work together to tackle a bigger job in a timely manner. When windows are part of the job then Ricardo works with Ken for that portion of the job and then the other crew becomes a three-person crew. We have great flexibility within our crew and can schedule crews accordingly based on needs of the job.

i) Describe how your firm will provide for trade related work.

Alpha does all insulation installs, air sealing & testing, duct sealing/insulating/testing, windows & door installs and EPDM roofs IN house. We have dedicated subcontractors that we use for electrical, plumbing, construction outside of our expertise, standard roofing (not EPDM), water heater installs and HVAC. All subcontractors are licensed, bonded and certified based on county contract stipulations.

j) Describe project understanding and approach

Once we are assigned a work order from the county we will begin communication with the customer to set up a time for Salvador, our project supervisor to visit each jobsite prior to work beginning. He will go over the job in detail, do a full inspection of the home based on the work order, take extensive photos and notes of each home, inform the homeowner what to expect, type up notes for his crew and a plan of attack for the work at hand and submit schedule of work items, cover inspections needed, etc... to the weatherization staff so that the county is in the know of the scheduled progress. We will apply for permits as necessary. Salvador will then schedule the work with the homeowner and will keep in contact with the County inspector/auditor/staff about the goings on of said job. Communication is key and it's something we take great pride in.

When Salvador audits/visits the home, he evaluates the structural integrity of the homes to ensure that the work can be completed without harming the home. For example, we look for wall integrity to be sure that the high-density blow won't damage the walls, we look at the roof to be sure that the EPDM can be properly secured, we look at the attic to verify all is safe to install insulation on top of and so on... If we find structural or any type of problems prior to the work, we communicate that with the county inspector and if we find issues while we are working on the home we stop the work and communicate with the county inspector. We know that communication between us, the homeowner and the county is extremely important. The crew will immediately call Salvador, our project supervisor, and then he will call the home owner and the County and recommend the necessary corrections and help solve any issues that arise to be sure the problem is tackled and fixed to the best of our ability.

We will submit change order notifications as required during the process, send invoices and all pertinent paperwork such as insulation coverage card, Lead Renovators sheet, photos of work completed, permits, change order submissions, etc.... when work is completed. We understand that payments will only be made after a successful final inspection is completed and paperwork has been approved by county.

All that to say - we are making low income families more comfortable in their homes and making their homes more energy efficient thus their energy bills more affordable.

5.4 Fees – Single Family Weatherization Major Measure Price List -

*Please find the price list attached.

5.5 References - (3)

1) Jose Flores – Multnomah County Weatherization Team – Youth and Family Services Division DSHS, 421 SEW Oak Street, Suite 200, Portland, OR 97204. jose.flores@multco.us , 503-988-7436

2) Randall Olsen – Washington County Weatherization Team, 1682 N. Adair St, Cornelius, OR 97113, rolsen@caowash.org, 503-693-3258. Mailing address: 1001 SW Baseline St, Hillsboro, OR 97123

3) TriMet – Scott Robertson, 710 NE Holladay St, Portland, OR 97232, RobertsS@TriMet.org , [\(503\) 962-8841](tel:(503)962-8841)

#1 & 2 are long-term clients and #3 is the firm newly engaged in the last 36 months all of which are clients that are similar to the county.

5.6 Completed Proposal Certification-

*Please see attached.

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: Alpha Energy Savers, Inc. / OREGON
(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.

Contractor, 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

Oregon Business Registry Number 135423-117

Contractor's Authorized Representative

Signature: Chivy Nash Date: 12/13/17
Name: Chivy Nash Title: Operations Manager
Firm: Alpha Energy Savers, Inc.
Address: 14620 SE 172nd
City/State/Zip: Clackamas, OR 97220 Phone: (503) 239.6520
e-mail: alphaenergysavers@gmail.com Fax: 503.658.8651

Contract Manager:

Name Chivy Nash Title: Operations Manager
Phone number: 503.239.6520
Email Address: alphaenergysavers@gmail.com

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate	\$ 64.00		\$ 64.00
2	Post Blower Door Operations.	\$ 231.76		\$ 231.76
3	Blower Door Directed Air-Sealing	\$ 100.00		\$ 100.00
4	2- part Polyurethane foam system	\$ 2.50	\$ 4.50	\$ 7.00
5	Sheetrock	\$ 2.96	\$ 4.44	\$ 7.40
6	Seal Chimney Chaseway (basement & attic)	\$ 31.00	\$ 46.00	\$ 77.00
7	Seal interior plumbing penetrations	\$ 10.00	\$ 15.00	\$ 25.00
8	Attic Heat Producing Fixtures	\$ 16.00	\$ 23.00	\$ 39.00
8.1	R-49 Blown-in Fiberglass	\$ 0.80	\$ 1.10	\$ 1.90
9	R-38 Blown-in Fiberglass	\$ 0.80	\$ 1.00	\$ 1.80
10	R-27 Blown-in Fiberglass	\$ 0.80	\$ 0.80	\$ 1.60
11	R-19 Blown-in Fiberglass	\$ 0.80	\$ 0.70	\$ 1.50
12	R-38 Blown-in Cellulose	\$ 0.80	\$ 0.90	\$ 1.70
12-1	R-49 Blown-in Cellulose	\$ 0.80	\$ 1.00	\$ 1.80
13	R-27 Blown-in Cellulose	\$ 0.80	\$ 0.80	\$ 1.60
14	R-19 Blown-in Cellulose	\$ 0.80	\$ 0.70	\$ 1.50
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 0.90		\$ 0.90
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 2.50	\$ 4.50	\$ 7.00
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 0.70	\$ 1.04	\$ 1.74
18	R-21 Kraft-faced Fiberglass	\$ 0.80	\$ 1.20	\$ 2.00
19	Tyvek/FSK/Equivalent	\$ 0.30	\$ 0.40	\$ 0.70
20	Twine only	\$ 0.30	\$ 0.40	\$ 0.70
21	R-13 Blown- in Fiberglass Insulation	\$ 0.80	\$ 1.40	\$ 2.20
22	R-15 Kraft-faced Fiberglass batt	\$ 0.80	\$ 1.30	\$ 2.10
23	Roof Vent 50 NFA	\$ 20.00	\$ 25.00	\$ 45.00
24	Roof Vent 92 NFA	\$ 20.00	\$ 28.00	\$ 48.00
25	Gable Vent	\$ 32.00	\$ 48.00	\$ 80.00
26	Soffit Vent or Freeze block Vent	\$ 15.00	\$ 22.00	\$ 37.00
27	Repair &/or Replace Flat Access Door	\$ 55.00	\$ 82.00	\$ 137.00
28	Cut & Make New Operable Flat Attic Access	\$ 62.00	\$ 93.00	\$ 155.00
30	Wx & Insulate Existing Flat Attic Access	\$ 40.00	\$ 58.00	\$ 98.00
31	Repair &/or Replace Knee-wall Access Door	\$ 51.00	\$ 76.48	\$ 127.48
32	Cut & Make Operable Knee-wall Access	\$ 52.00	\$ 77.00	\$ 129.00
33	Cut in & Make inoperable Knee-wall Access	\$ 46.40	\$ 69.60	\$ 116.00
34	Wx & Insulate Existing Knee-wall Access	\$ 40.00	\$ 58.00	\$ 98.00

35	Install New Ground Cover	\$ 0.21	\$ 0.31	\$ 0.52
36	Water Pipe Insulation	\$ 0.54	\$ 0.81	\$ 1.35
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 0.60	\$ 1.00	\$ 1.60
40	R-25 Faced Fiberglass Batts	\$ 0.74	\$ 1.10	\$ 1.84
41	R-30 Faced Fiberglass Batts	\$ 0.75	\$ 1.20	\$ 1.95
42	R-25 Fiberglass Floor Blow (Site built)	\$ 1.40	\$ 1.90	\$ 3.30
43	R-30 Fiberglass Floor Blow (Site built)	\$ 1.40	\$ 2.10	\$ 3.50
44	Floor with Ducts (additional labor only)	\$ 0.25		\$ 0.25
46	Twine Floor only	\$ 0.19	\$ 0.30	\$ 0.49
47	Irregular Joist Space (additional labor only)	\$ 0.43		\$ 0.43
48	Low-Clearance (additional labor only)	\$ 0.43		\$ 0.43
49	Air Barrier	\$ 0.20	\$ 0.32	\$ 0.52
50	16 x 8 Vent in Wood/rescreen existing	\$ 22.00	\$ 33.00	\$ 55.00
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass	\$ 0.84	\$ 1.26	\$ 2.10
53	Intentionally left blank			\$ -
54	R-19 Vinyl Faced Fiberglass	\$ 1.00	\$ 1.52	\$ 2.52
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)	\$ 221.00	\$ 332.00	\$ 553.00
57	2x4 R-13 Cellulose High Density	\$ 0.66	\$ 0.99	\$ 1.65
58	2x6 R-25 Cellulose High Density	\$ 0.70	\$ 1.05	\$ 1.75
59	2x8 R-30 Cellulose High Density	\$ 0.74	\$ 1.11	\$ 1.85
60	2x10 R-38 Cellulose High Density	\$ 0.78	\$ 1.17	\$ 1.95
61	2x12 R-44 Cellulose High Density	\$ 0.82	\$ 1.23	\$ 2.05
62	R-13 Fiberglass	\$ 0.65	\$ 0.97	\$ 1.62
63	R-13 Cellulose High Density	\$ 0.66	\$ 0.99	\$ 1.65
64	Install Cellulose Insulation in wall cavities, not high density	\$ 0.62	\$ 0.93	\$ 1.55
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 0.62	\$ 0.93	\$ 1.55
66	R-13 High Density Fiberglass	\$ 0.68	\$ 1.02	\$ 1.70
67	R & R Shake Siding	\$ 0.50		\$ 0.50
68	R & R Wood Siding	\$ 0.50		\$ 0.50
69	R & R Vinyl Siding	\$ 0.50		\$ 0.50
70	R & R Metal/Aluminum Siding	\$ 0.60		\$ 0.60
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding	\$ 0.50		\$ 0.50
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls	\$ 0.50		\$ 0.50
78	Batt & cover open bump out	\$ 2.20	\$ 3.30	\$ 5.50
79	Block & Blow Closed Bump Out	\$ 2.20	\$ 3.30	\$ 5.50
80	Remove & Replace Existing Bath Fan	\$ 382.00	\$ 421.00	\$ 803.00

81	Vent Existing Bath Fan	\$ 47.00	\$ 70.00	\$ 117.00
82	Remove & Replace Existing Kitchen Fan	\$ 275.00	\$ 350.00	\$ 625.00
83	Vent Existing Kitchen Fan	\$ 80.00	\$ 120.00	\$ 200.00
83.1	Install New Kitchen Range Hood	\$ 382.00	\$ 421.00	\$ 803.00
83.2	Install a Humidistat Timer Switch	\$ 240.00	\$ 150.00	\$ 390.00
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 240.00	\$ 150.00	\$ 390.00
83.4	Install New Bath Fan	\$ 570.00	\$ 421.00	\$ 991.00
84	Furnish and Install Dryer Vent	\$ 45.00	\$ 70.00	\$ 115.00
85	Fresh Air 80	\$ 56.00	\$ 84.00	\$ 140.00
86	Jamb up Weatherstrip Kit	\$ 32.00	\$ 37.00	\$ 69.00
87	Threshold & Door Shoe	\$ 46.00	\$ 70.00	\$ 116.00
88	Retractable Sweep	\$ 32.00	\$ 47.00	\$ 79.00
89	R & R keyed alike Lockset	\$ 34.00	\$ 51.00	\$ 85.00
90	Intentionally Left Blank			\$ -
91	R & R Solid Core Pre-Hung/Door Blank	\$ 347.00	\$ 520.00	\$ 867.00
92	R&R Pre-hung Door R-7	\$ 319.00	\$ 479.00	\$ 798.00
93	R&R Manufactured Home Door R-7	\$ 167.00	\$ 401.00	\$ 568.00
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent	\$ 2.60	\$ 3.91	\$ 6.51
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 2.40	\$ 3.50	\$ 5.90
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 2.60	\$ 3.91	\$ 6.51
98	R-21 Fiberglass Floor Blow	\$ 0.98	\$ 1.48	\$ 2.46
99	R-30 Fiberglass Floor Blow	\$ 1.00	\$ 1.52	\$ 2.52
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 1.50	\$ 2.10	\$ 3.60
101	Add Cold Air Return grille in furnace closet door	\$ 48.00	\$ 80.00	\$ 128.00
102	Seal Ducts Single Wide	\$ 172.80	\$ 259.20	\$ 432.00
103	Seal Ducts Double Wide	\$ 247.20	\$ 370.80	\$ 618.00
104	Seal branch duct connection (cut open where identified)	\$ 22.24	\$ 33.38	\$ 55.62
105	Replace existing crossover duct	\$ 12.50	\$ 18.70	\$ 31.20
106	Install Blue/Pink Board	\$ 1.31	\$ 1.96	\$ 3.27
107	Repair Belly Board	\$ 0.55	\$ 0.83	\$ 1.38
108	Insulate Water Heater Closet inc. Door	\$ 46.96	\$ 70.46	\$ 117.42
109	Insulate Water Heater Closet Door ONLY	\$ 47.00	\$ 69.00	\$ 116.00
110	Vinyl Replacement Window	\$ 19.20	\$ 28.80	\$ 48.00
111	Safety Glass		\$ 9.00	\$ 9.00
112	R & R Double Strength Glass, wood sash	\$ 10.00	\$ 15.00	\$ 25.00
113	R & R Glass Aluminum Sash	\$ 11.60	\$ 17.40	\$ 29.00
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)	\$ 55.00		\$ 55.00
117	Furnish & install by-pass grilles in door	\$ 48.00	\$ 72.00	\$ 120.00

118	Furnish & install by-pass grilles in wall	\$ 48.00	\$ 72.00	\$ 120.00
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 126.40	\$ 189.60	\$ 316.00
120	Add fresh air to return (1)	\$ 97.00	\$ 144.00	\$ 241.00
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 50.00	\$ 70.00	\$ 120.00
122	Lead Safe Weatherization, hourly labor rate ^{w/mkt.}	\$ 81.57		\$ 81.57

**ATTACHMENT A
SITE BUILD SAMPLE WORK ORDER**

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L&M		
INFILTRATION MEASURE								
6	Seal Chimney Chaseway (basement & attic)	1	each	31.00	46.00	77.00	77.00	Your total for these Infiltration line items should be equal to or below \$950
7	Seal Plumbing Penetrations	1	each	10.00	15.00	25.00	25.00	
86	Jamb Up Weatherstrip Kit	2	each	32.00	37.00	69.00	138.00	
							240.00	<\$950 Maximum Budget for Infiltration measures
CEILING MEASURE								
9	R38 Blown-in Fiberglass	321	sq ft	.80	1.00	1.80	577.80	Your total for these Ceiling line items should be equal to or below \$1,700
10	R27 Blown-in Fiberglass	468	sq ft	.80	.80	1.60	748.80	
24	Roof Vent with 92 NFA	4	each	20.00	28.00	48.00	192.00	
							1518.60	<\$1,700 Maximum Budget for Ceiling measures
WALL MEASURE								
18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	.80	1.20	2.00	560.00	Your total for these Wall line items should be equal to or below \$4,250
31	Repair or Replace Knee Wall Access Door	2	each	51.00	76.48	127.48	254.96	
63	R13 Blown-in Cellulose High Density	1262	sq ft	.66	.99	1.65	2082.30	
67	R&R Shakes	108	sq ft	.50		.50	54.00	
68	R&R Wood Siding	1154	sq ft	.50		.50	577.00	
127	Lead Safe Weatherization, hourly labor rate	8	hr	81.57		81.57	652.56	
							4180.82	<\$4,250 Maximum Budget for Wall measures
FLOOR MEASURE								
41	R30 Faced Fiberglass Batts	796	sq ft	.75	1.20	1.95	1552.20	Your total for these Floor line items should be equal to or below \$1,800
44	Extra fee: Floor with Ducts	796	sq ft	.25		.25	199.00	
							1751.20	<\$1,800 Maximum Budget for Floor measures
DUCT INSULATION MEASURE								
52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	.84	1.26	2.10	1033.20	Your total for these Duct Insulation line items should be equal to or below \$1,000
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	1.00	1.52	2.52	75.60	
							1108.80	<\$1,000 Maximum Budget for Duct Insulation measures
DUCT SEALING MEASURE								
56	Duct Seal Entire System (Site Built Homes)	1	system	221.00	332.00	553.00	553.20	<\$800 Maximum Budget for Duct Sealing measure
HEALTH & SAFETY MEASURES								
83	Vent Existing Kitchen Fan	1	each	80.00	120.00	200.00	200.00	Your total for Health & Safety line items
83.1	Install New Kitchen Range Hood Fan	1	each	382.00	421.00	803.00	803.00	
84	Furnish & Install Dryer Vent	1	each	45.00	70.00	115.00	115.00	
116	Undercut Door (per door)	3	each	55.00		55.00	165.00	
							1285.00	<\$1,500 Maximum Budget for Health & Safety measures
Grand Total Of 7 "Bundles"							10635.62	\$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE

Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	.98	1.48	2.46	2086.08	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000
102	Seal Ducts of a Single Wide MH	1	system	172.80	259.20	432.00	432.00	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900
110	Vinyl Replacement Window	141	sq ft	19.20	28.80	48.00	6768.00	<\$6,900 Maximum Budget for Window measures
123	Lead Safe Weatherization (hrly rate)	10	hr	81.57		81.57	815.70	
							7583.70	
Grand Total Of 3 "Bundles"							10101.78	\$12,400 Maximum Budget for All Measures

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Energy Comfort and Construction LLC for
Weatherization Major Measure Construction Services

Purpose / Outcome	To continue to increase energy efficiency to low-income client homes
Fiscal Impact	\$1,050,000 over a three (3) year per period
Funding Source	Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Administration (USDOE) and leveraged private utility funds. No County General Funds are involved.
Duration	1-year contract with one (1) option to extend for an additional two (2) year period.
Strategic Plan Alignment	1. Provide energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
Previous Board Action	None
Contact Person	Jacque Meier, Weatherization Services Program Manager, (503) 650-3339, jacquemei@clackamas.us .

BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families. Work may include insulation, air sealing measures, furnace replacement, and window and door replacement.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

PROCUREMENT PROCESS

On October 31, 2017, a Request for Proposals to develop a qualified list of weatherization contractors was issued. The RFP closed on January 16, 2018, having received six (6) proposals. It was determined that all proposals meet the criteria outlined in the RFP and award was made to all six (6) Proposers.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve the agreement with Energy Comfort and Construction LLC to provide weatherization contracting services and delegate authority to the Department Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION SERVICES CONTRACT MAJOR MEASURE CONTRACTORS

This Weatherization Services Contract (this “Contract”) is entered into between **Energy Comfort & Construction, LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2019**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed one million fifty thousand dollars (**\$1,050,000.00**). Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally,

invoice for payment will be accepted only for measures that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or

Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material

change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

Additional work performed without authorization through a change order shall not entitle Contractor to an increase in job price or extension of work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this

Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the “Certification Regarding Lobbying” form, and (ii) the “Disclosure of Lobbying Activities Form”, if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor’s other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature

Date

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Name / Title Printed

CCB License Number

Richard Swift, Director
Health, Housing and Human Services

Oregon Business Registry Number

Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: _____

Representative Name and Title:

Signature:

Date:



REQUEST FOR PROPOSALS #2017-18

FOR

WEATHERIZATION MAJOR MEASURE CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Patricia Bride
Senior Procurement & Contract Analyst Sr.**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

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.....	October 11, 2017
Protest of Specifications Deadline.....	October 25, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	October 31, 2017, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

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List of Attachments:

- Attachment A – Site Built Sample Work Order
- Attachment B – Manufactured Home Sample Work Order
- Attachment C – Weatherization Major Measure List
- Attachment D – Clackamas County Install Expectations

**SECTION 1
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its Community Solutions Division will receive sealed Proposals per specifications until **2:00 PM, November 6, 2017** (“Closing”), to provide private residence weatherization construction services. No Proposals will be received or considered after that time.

The resulting contracts from this RFP will have a term from the effective date through June 30, 2019, with an option to renew for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, **2051 Kaen Road, Oregon City, OR 97045**, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Division attention George Marlton, Director at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@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 bids from Minority, Women, Veteran, 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. 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 Response 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and 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 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 192.501(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 192.501(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 192.500(1). 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 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 listed in Section 6. 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 the Instructions to Proposers Section 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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 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 Department of Health, Housing and Human Services (“H3S”) seeks to increase the energy efficiency of low-income client homes. To achieve this goal, H3S is establishing a ranked list of contractors qualified to perform weatherization services in single family housing for eligible low-income families throughout Clackamas County (“County”).

3.2 BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

3.3. SPECIAL CONSIDERATIONS

It is the expectation of County and the weatherization program that:

- All residents receiving weatherization services will be treated with dignity and respect; and
- The SFWP serves to meet our stated goals of reducing household energy burden, provide safe and affordable housing in the community, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (“MGA”). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (“SIR”) requirements. The County must follow these policies and procedures when determining which project to go forward with, and which weatherization measures may be completed within each project.

The County will provide a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for this potential project. Using the process described within the contract, the best value and available Contractor will be selected for the project. At this time, "actual" cost information will be used from the Contractor price sheets to identify actual costs. If the costs identified from this individual Contractor make the proposed measures too expensive to be cost effective, the next appropriate Contractor in line will be awarded the project. The same process will be used until a Contractor can be selected that will meet the accepted limits. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.

Prices should be less than, or equal to the maximum price identified as allowable for the unique line items as shown in the Sample Work Order (“SWO”).

SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop WOs based on energy audits, and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the best value to the first available Contractor subject to the SIR requirements, work cap, bonding limitation and acceptance of the work.

In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard bidding specifications, the County may, at the County's sole discretion, request project specific pricing from all eligible Contractors. Such action will be for this specific WO only and will not result in the recalculation of the original proposer ranking.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs reaching 45 calendar days old or more may be put on restriction from receiving additional WOs issued by the County.

3.3.2 Work Assignments and Pre-Job Energy Audit

Actual work, if any, will be awarded as follows:

1. The County will perform a weatherization audit for each dwelling prior to assigning a work order ("WO").
2. The information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project.
3. The County will develop WO's and reserves the right to determine which weatherization measures are to be included in any individual WO.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. If the costs identified, from an individual Contractor makes the proposed measures too expensive to be cost effective, the next best value and available Contractor in line will be selected for the project. The same standard WO will be applied to each subsequent selected contractor.
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.
7. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.
8. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
9. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
10. Contractors may receive WO's that do not require specialized certifications. WO's where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities including, but not limited to, Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft. testing) the Contractor will only be assigned these unique work activities if all

governmental requirements are met and maintained as current by the Contractor. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level.

3.3.3 Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. We understand that circumstances may arise that cause a Contractor to refuse WO's. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4 Target Population Served

The target populations to be served by this RFP are low-income households, living within the County. All households served will have qualified via the County's application process, been referred for audit from an approved County waiting list, and been audited by the County.

3.3.5 Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6 Funding

CSD has budgeted an estimated \$1.2M annually, subject to change from one budget cycle to the next, for this program. Funding sources for the programs come from Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. Funding amount described in this solicitation is not guaranteed.

3.3.7 Technical Training

Periodically CSD, at its cost for the training (but not including Contractor labor costs), may make available training opportunities to Contractors and their staff. Such training may be a requirement for continued participation in the program based on Contractor performance.

3.4 Scope of Services

3.4.1 General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the below specifications which may change from time to time, (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and Oregon Weatherization Assistance Plan for U.S. DOE) as a part of the RFP.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent / substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor 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 (4s 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.

Must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2 Price Escalation / De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the CSD for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WO's. The Contractor will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractor will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3 Hazardous Materials

All materials that include solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et seq with product identifier, a signal word, hazard statements, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are

unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OR OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4 Disqualification

Should a Contractor become disqualified from performing work the Contractor is required to;

- Immediately stop all associated County work activity; and
- Notify CSD of disqualification / debarment, where the receipt of the notification from the Contractor is received by CSD within one (1) business day.

The System for Award Management ("SAM") identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor's license status, such as Active, or Suspended.

3.4.4.1 Oregon Construction Contractors Board (CCB) Licensing / Endorsements / Disqualification

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and /or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement.

See: <http://www.oregon.gov/CCB/board.shtml>

3.4.4.2 SAM - Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract. For additional information visit the

website at www.sam.gov. Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.5 Lead Safe Weatherization

The County has the expectation that all weatherization work performed on pre-1978 housing be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the United States Department of Energy. See the current version of the Oregon Weatherization State Plan for U.S. DOE, Appendix D – Health & Safety Plan, Lead-Based Paint for containment information.

http://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx

It is the Contractor’s responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a WO assignment to a contractor) DOE Oregon State Plan

All Contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related WO in complexes or homes built before 1978. For awarded Contractors, proof of Lead Renovation, Repair and Painting Rule (“LRRP”) certification *must* be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the allocated time, no new WOs shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:
www.oregonremodelers.org

3.4.6 Required Contractor Workshop Training

All awarded contractors are required to attend and complete a vendor workshop training prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Program Overview;
- Staff Contacts and Roles;
- Work Order Process and Change Orders;
- Inspections and Project Expectations; and
- Billing, Invoices and Payments.

All successful contractors are required to have at least one (1) currently employed person on their staff that has attended and completed this workshop. Additionally, this training workshop is also recommended for those who handle work flow, invoices, payments, crew leaders and supervisors. Contractors will attend at their own cost. Contractors are required to notify the CSD within 30 calendar days when / if they no longer have employed within their company a person that has completed the vendor workshop training. Additional information regarding the workshop will be emailed to all contractors upon contract award.

3.4.7 Specifications – Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (“OWAP”), which may be updated from time to time and can be located at:

http://www.oregon.gov/ohcs/Pages/weatherization_training_manuals.aspx

All work shall be completed in compliance with, the then current versions of the OWAP, hereby incorporated by reference. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued version (at the time of a WO assignment to a contractor).

Within the short descriptions contained in this Major Measure Price Sheet ("MMPS"), various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that program standards (e.g., Clackamas County Install Expectations) exceed requirements outlined in the OWAP, the higher standard shall be used.

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.4.8 Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.

County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.4.9 Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.4.10 Major Measure Items

Located in the Attachment - C Weatherization Major Measure List are brief excerpts from the technical specifications / descriptions for each measure item that may be included in a WO.

3.4.11 Performance Measures and Performance Reporting

All work is subject to inspection and acceptance by the County prior to sign off and completion. County reserves the right to inspect any work at any time.

All Contractors' **performance will be monitored for quality, timeliness, and adherence to applicable Clackamas County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. Weatherization measures shall be installed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specifications, codes or regulations; the County shall consult OHCS to determine appropriate action consistent with the codes, regulations and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and / or requirements.

Each accepted WO must be completed by the awarded Contractor within 45 calendar days from acceptance of WO. If a WO falls outside of this timeframe, the Contractor may be placed on restriction and not assigned new WOs until the currently open WO has been completed and approved by the County. Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.4.12 Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2019**, with an option to review for two (2) additional years. At the end of the initial term of the contract, the County, at its sole discretion, can extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

SECTION 4 EVALUATION PROCEDURE

4.1 An evaluation committee will review all Proposals that are initial 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 Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

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. An original (clearly indicated) and **six (6)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division
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.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Describe your experience with OWAP for the installation of approved weatherization materials.
- Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Number of years' experience providing energy upgrades.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide the below information, copies provided where appropriate
 - Oregon CCB License
 - Sam.gov/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - LEAD renovators certifications
 - Employer Identification Number
 - Other appropriate licenses (specify)
- Describe firm's standard mobilization time from the time of issuance of a WO.
- Describe composition and number of crews available for work.
- Describe how your firm will provide for trade related work (i.e., in house or subcontracted).
- Describe project understanding and approach.

5.4. Fees - Complete the Single Family Weatherization Major Measure Price Sheet

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(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.

Contractor, 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 _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this “Contract”) is entered into between **XXXXXXXXXX** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$XXXX. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage’s retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section.

Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be

mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion, and successful final inspection. In addition to Contractor’s warranty, manufacturer’s warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each			-	-
7	Seal Plumbing Penetrations	1	each			-	-
86	Jamb Up Weatherstrip Kit	2	each			-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft			-	-
10	R27 Blown-in Fiberglass	468	sq ft			-	-
24	Roof Vent with 92 NFA	4	each			-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
FLOOR MEASURE							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00
							<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE							
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00
							<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
							<\$6,900 Maximum Budget for Window measures
Grand Total Of 3 "Bundles"							0.00 \$12,400 Maximum Budget for All Measures

Your total for this Floor line item should be equal to or below \$4,500

Your total for this Duct Seal line item should be equal to or below \$1,000

Your total for these Windows line items should be equal to or below \$6,900

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

ENERGY COMFORT & CONSTRUCTION, LLC
RESPONSE TO CLACKAMAS COUNTY REQUEST FOR PROPOSAL #2017-18
FOR WEATHERIZATION MAJOR MEASURE CONTRACTORS

Energy Comfort & Construction, LLC
15635 S.E. 114th Ave., Suite 110
Clackamas, OR 97015
503-657-3434
Michael Pepelaskov
Michael@ecc-llc.com

1. **PROPOSER'S GENERAL BACKGROUND AND QUALIFICATIONS:**

- **Description of the firm:** Energy Comfort & Construction, LLC ("EC&C") has been in business since 2004. EC&C is a full service weatherization company and a licensed HVAC and plumbing contractor. We have been successfully performing all types of weatherization services, including installing insulation, windows, doors, roofing, kitchen and bath fans, furnaces/heat pumps, water heaters and minor plumbing repairs on site built and mobile homes since the beginning. Since inception, we have been working with various agencies, including Multnomah County Weatherization, and CAP agencies, performing all types of weatherization services.
- **OWAP experience for the installation of approved weatherization materials:** We have been using OWAP standards for many years, as most of the county and CAP agencies we work with set their standards based on OWAP. We keep up to date with the changes and train our staff continuously so that all of our employees are up-to-date and doing the work following OWAP standards and materials.
- **Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work:** Michael Pepelaskov, owner, and Jonathan Elwing, project coordinator, will be the point contacts for Clackamas County projects. Both Michael and Jonathan are BPI certified, and also have PTCS and lead renovator licenses. Michael is also a certified professional mechanical engineer. Jonathan will coordinate with County personnel, customers and the crews to assure that the projects are done on a timely manner. Michael will be Jonathan's back up in the coordination process. EC&C has three fully trained and experienced crew leads, Serge Demanyuk, Jason Carson and Yevgeniy Kupriyanov. They are all PTCS certified and hold lead renovator certificates, as well as other certifications. In addition to these three crew leads, we have three other employees that have been with the company for several years and are receiving crew lead training.

- **Description of providing similar services to public entities of similar size within the past five (5) years:** EC&C has been working with agencies such as Multnomah County weatherization, Community Action Organization, NeighborImpact, and other agencies, including Clackamas County Weatherization, for the past five years. EC&C has been working with most of these agencies since 2004. EC&C is familiar with the work order process, deadlines and procedures placed by these agencies.
- **Number of years' experience providing energy upgrades:** 13+ years.
- **Description of firm's ability to meet the requirements in Section 3.** Since 2004, EC&C has been working with several county and CAP agencies providing weatherization to low income families. EC&C is familiar with the processes and requirements placed by funding agencies and the county and CAP agencies. We are prepared to meet all of the requirements and standards placed by Clackamas County in order for them to achieve the highest funding possible. EC&C has all of the required certifications and other documentation listed under Section 3 and is in good standing with all of the listed agencies/entities, such as SAM.
- **Description of what distinguishes the firm from other firms performing a similar service.** Since inception, EC&C has been working with agencies that provide services to low income families/housing. We believe in the work we do and no matter what type of project, small or great, we treat each customer with the upmost respect and consideration. Due to our many years of experience working with agencies similar to Clackamas County Weatherization, we believe we are ready to start work that will allow Clackamas County to have a jump start in projects completed. We believe that EC&C will have the lowest failure rate and fastest turn around on each project. We are familiar with AWOP requirements, deadlines, product requirements, etc., and would be able to start working on Clackamas County projects immediately. Most of our employees have been with EC&C for over 5 years (some since the beginning) and they know the requirements necessary to perform each job effectively and efficiently. We pay our employees well and provide great benefits. This ensures that we retain the talent and experience at EC&C.

2. **SCOPE OF WORK:**

Provide the below information, copies provided where appropriate:

- Oregon CCB License: 160327
- Sam.gov/DUNS Number: 701G8/799068395
- CCB Lead Based Paint Renovation Contractors License Number: LBPR160327.
- Lead Renovators Certifications: We currently have 8 certified lead renovators on staff.
- Employers Identification Number: 1220691-7
- Federal Tax ID No.: 68-0586407
- SAIF Policy No.: 966798
- Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Certification No.: 5931
- Emerging Small Business (ESB) Certification No.: 5931
- State of Oregon CCB Energy Efficiency and Sustainable Technology License No.: EEAST160327
- EC&C also has certification on the following:
 - United States EPA Lead-Safe Certified Firm No.: NAT-23515-1

- Building Analyst Professional (Building Performance Institute)
 - Heating Professional (Building Performance Institute)
 - EPA HVAC Technician Universal
 - Bloodborne Pathogen Training
 - OSHA-30 & 10
 - Energy Star Homes NW Verifier Training
 - PTCS Certification for Duct Sealing
 - State of Oregon LHR-LTD PB – Plumbing Contractor
 - State of Oregon LMS-Ltd Maint Spec Contractor
 - State of Oregon LHR-Ltd Maint Contractor HVAC/R
 - Mechanical Engineer Certificate
 - NATE Gas Furnace – Service Technician Certification
 - In Progress Combustion Safety Certification
- **Describe firm’s standard mobilization time from the time of issuance of a WO:** EC&C has two project coordinators who manage incoming projects. As soon as the work order is received, it is logged and a file is created. The project coordinator coordinates with the customers, technicians, suppliers, and distributors to ensure efficient and timely job completions. EC&C has a very effective job calendaring system which allows us to not only know where every job is in the process, but can communicate this to our customers. Our goal is to have each work order completed and inspected within 30-45 days of the project assignment.
 - **Describe composition and number of crews available for work:** EC&C has a total of 14 employees. We have two project coordinators and three fully trained and certified crew leads. The size of the job determines how large our crew will be. Our goal is to complete the job ASAP with minimal disruption to the customer. If possible, we will send the necessary crew to finish the job in one day. We have several trucks, trailers, blower door/duct testing equipment, insulation blower machines, etc., to make sure that we can perform and complete the jobs on a quick and timely manner.
 - **Describe how your firm will provide for trade related work (i.e., in house or subcontracted):** EC&C will be subcontracting major electrical and asbestos work. All other work will be performed by trained EC&C full-time employees.
 - **Describe project understanding and approach:** EC&C has been performing this exact line of work for over 13 years. We have worked with Clackamas County Weatherization for several years and are familiar with the types of projects and understand the approach necessary to complete these projects effectively. EC&C will ensure that Clackamas County Weatherization gets the highest value for their projects. We are familiar with each of the line items listed on the Clackamas County Price Sheet. Our crews have performed all of these tasks many times throughout the years. We also understand that each year the OWAP is updated. Training meetings are scheduled regularly to confirm that we are all following the most current standards.

EC&C is ready to accept work orders from Clackamas County and incorporate the work orders into our calendaring system so that we can immediately start meeting the completion deadlines provided by Clackamas County. As soon as a work order is received, we evaluate it, determine if a site visit is necessary to measure for windows, EPDM

materials, etc., and the customer is contacted immediately so that orders to our suppliers can be placed quickly so that we can meet the 45 days deadline. There are times when a customer will be out of town, has medical issues, etc., which may slow the process down. Should this occur, we will contact the County immediately to notify them of the situation and request an extension of time.

Approximately 99% of the projects EC&C has completed to date involved owner occupied homes. EC&C understands that owners feel uncomfortable with “strangers” working in the homes. We train our employees to be polite, courteous and respectful of the owners and their belongings. Every attempt is made to leave the home in a better condition than when we arrived. EC&C’s policy is to attempt to complete each job within one to two business days. This allows the customer to have their “life” back with minimal disruption.

3. REFERENCES:

- Christina Kenney
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Multnomah County Dept. of County Human Services
421 SW Oak Street, Ste. 200
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- Andrey Tkachenko
Weatherization Inspector
Multnomah County Dept. of County Human Services
421 SW Oak Street, Ste. 200
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- Randall Olsen
Energy Conservation Manager
Community Action Organization
1001 SW Baseline St.
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503-906-6550
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- Ken Hanna
Weatherization Manager
NeighborImpact
20310 Empire Ave. Suite A100
Bend, OR 97703
541-504-5664
kenh@neighborimpact.org

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
Vendor Name:		ENERGY COMFORT & CONSTRUCTION, LLC		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material - 20% Mark up		20%**	20%**
1	Hourly Rate	\$ 60.00	\$ -	\$ 60.00
2	Post Blower Door Operations.	\$ 169.00	\$ -	\$ 169.00
3	Blower Door Directed Air-Sealing	\$ 69.00	\$ -	\$ 69.00
4	2- part Polyurethane foam system	\$ 4.00	\$ 4.50	\$ 8.50
5	Sheetrock	\$ 5.00	\$ 5.00	\$ 10.00
6	Seal Chimney Chaseway (basement & attic)	\$ 95.00	\$ 20.00	\$ 115.00
7	Seal interior plumbing penetrations	\$ 25.00	\$ 15.00	\$ 40.00
8	Attic Heat Producing Fixtures	\$ 65.00	\$ 20.00	\$ 85.00
8.1	R-49 Blown-in Fiberglass	\$ 1.00	\$ 1.25	\$ 2.25
9	R-38 Blown-in Fiberglass	\$ 1.00	\$ 1.20	\$ 2.20
10	R-27 Blown-in Fiberglass	\$ 1.00	\$ 1.15	\$ 2.15
11	R-19 Blown-in Fiberglass	\$ 1.00	\$ 1.10	\$ 2.10
12	R-38 Blown-in Cellulose	\$ 1.00	\$ 1.20	\$ 2.20
12-1	R-49 Blown-in Cellulose	\$ 1.00	\$ 1.25	\$ 2.25
13	R-27 Blown-in Cellulose	\$ 1.00	\$ 1.15	\$ 2.15
14	R-19 Blown-in Cellulose	\$ 1.00	\$ 1.10	\$ 2.10
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 2.75	\$ -	\$ 2.75
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 4.25	\$ 5.00	\$ 9.25
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 4.00	\$ 1.50	\$ 5.50
18	R-21 Kraft-faced Fiberglass	\$ 1.25	\$ 1.25	\$ 2.50
19	Tyvek/FSK/Equivalent	\$ 1.50	\$ 0.50	\$ 2.00
20	Twine only	\$ 1.00	\$ 0.25	\$ 1.25
21	R-13 Blown- in Fiberglass Insulation	\$ 3.50	\$ 1.50	\$ 5.00
22	R-15 Kraft-faced Fiberglass batt	\$ 3.50	\$ 1.50	\$ 5.00
23	Roof Vent 50 NFA	\$ 40.00	\$ 20.00	\$ 60.00
24	Roof Vent 92 NFA	\$ 45.00	\$ 25.00	\$ 70.00
25	Gable Vent	\$ 80.00	\$ 75.00	\$ 155.00
26	Soffit Vent or Freeze block Vent	\$ 25.00	\$ 12.00	\$ 37.00
27	Repair &/or Replace Flat Access Door	\$ 85.00	\$ 40.00	\$ 125.00
28	Cut & Make New Operable Flat Attic Access	\$ 105.00	\$ 100.00	\$ 205.00
30	Wx & Insulate Existing Flat Attic Access	\$ 60.00	\$ 25.00	\$ 85.00
31	Repair &/or Replace Knee-wall Access Door	\$ 105.00	\$ 75.00	\$ 180.00
32	Cut & Make Operable Knee-wall Access	\$ 125.00	\$ 100.00	\$ 225.00
33	Cut in & Make inoperable Knee-wall Access	\$ 100.00	\$ 56.00	\$ 156.00
34	Wx & Insulate Existing Knee-wall Access	\$ 70.00	\$ 60.00	\$ 130.00

35	Install New Ground Cover	\$ 0.40	\$ 0.25	\$ 0.65
36	Water Pipe Insulation	\$ 1.75	\$ 0.35	\$ 2.10
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 1.75	\$ 0.75	\$ 2.50
40	R-25 Faced Fiberglass Batts	\$ 1.25	\$ 1.00	\$ 2.25
41	R-30 Faced Fiberglass Batts	\$ 1.25	\$ 1.25	\$ 2.50
42	R-25 Fiberglass Floor Blow (Site built)	\$ 1.75	\$ 1.75	\$ 3.50
43	R-30 Fiberglass Floor Blow (Site built)	\$ 1.75	\$ 2.00	\$ 3.75
44	Floor with Ducts (additional labor only)	\$ 0.35	\$ -	\$ 0.35
46	Twine Floor only	\$ 0.50	\$ 0.30	\$ 0.80
47	Irregular Joist Space (additional labor only)	\$ 0.50	\$ -	\$ 0.50
48	Low-Clearance (additional labor only)	\$ 0.50	\$ -	\$ 0.50
49	Air Barrier	\$ 0.50	\$ 0.50	\$ 1.00
50	16 x 8 Vent in Wood/rescreen existing	\$ 65.00	\$ 25.00	\$ 90.00
51	Intentionally left blank			\$ -
52	R-11 Vinyl Faced Fiberglass	\$ 1.50	\$ 1.00	\$ 2.50
53	Intentionally left blank			\$ -
54	R-19 Vinyl Faced Fiberglass	\$ 1.50	\$ 1.00	\$ 2.50
55	Intentionally Left Blank			\$ -
56	Duct Seal Entire System (site-built homes)	\$ 480.00	\$ 180.00	\$ 660.00
57	2x4 R-13 Cellulose High Density	\$ 2.00	\$ 0.75	\$ 2.75
58	2x6 R-25 Cellulose High Density	\$ 2.00	\$ 0.90	\$ 2.90
59	2x8 R-30 Cellulose High Density	\$ 2.00	\$ 1.00	\$ 3.00
60	2x10 R-38 Cellulose High Density	\$ 2.00	\$ 1.15	\$ 3.15
61	2x12 R-44 Cellulose High Density	\$ 2.00	\$ 1.25	\$ 3.25
62	R-13 Fiberglass	\$ 2.00	\$ 0.75	\$ 2.75
63	R-13 Cellulose High Density	\$ 2.00	\$ 0.75	\$ 2.75
64	Install Cellulose Insulation in wall cavities, not high density	\$ 2.00	\$ 0.75	\$ 2.75
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 2.00	\$ 0.75	\$ 2.75
66	R-13 High Density Fiberglass	\$ 2.25	\$ 0.75	\$ 3.00
67	R & R Shake Siding	\$ 0.50	\$ -	\$ 0.50
68	R & R Wood Siding	\$ 0.50	\$ -	\$ 0.50
69	R & R Vinyl Siding	\$ 0.40	\$ -	\$ 0.40
70	R & R Metal/Aluminum Siding	\$ 0.80	\$ -	\$ 0.80
71	R & R Asbestos Siding	\$ 2.25	\$ -	\$ 2.25
72	R & R Blind-Nailed Asbestos Siding	\$ 2.25	\$ -	\$ 2.25
73	R & R Asphalt Siding	\$ 2.25	\$ -	\$ 2.25
74	Access Drill and Fill	\$ 0.90		\$ 0.90
75	Intentionally left blank			\$ -
76	Drill and Fill Stucco Siding	\$ 2.00	\$ 0.50	\$ 2.50
77	Drill & Fill, access through interior walls	\$ 3.00	\$ 0.50	\$ 3.50
78	Batt & cover open bump out	\$ 20.00	\$ 4.00	\$ 24.00
79	Block & Blow Closed Bump Out	\$ 20.00	\$ 3.00	\$ 23.00
80	Remove & Replace Existing Bath Fan	\$ 550.00	\$ 450.00	\$ 1,000.00

81	Vent Existing Bath Fan	\$ 190.00	\$ 69.00	\$ 259.00
82	Remove & Replace Existing Kitchen Fan	\$ 550.00	\$ 500.00	\$ 1,050.00
83	Vent Existing Kitchen Fan	\$ 100.00	\$ 60.00	\$ 160.00
83.1	Install New Kitchen Range Hood	\$ 700.00	\$ 500.00	\$ 1,200.00
83.2	Install a Humidistat Timer Switch	\$ 300.00	\$ 300.00	\$ 600.00
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 300.00	\$ 300.00	\$ 600.00
83.4	Install New Bath Fan	\$ 700.00	\$ 450.00	\$ 1,150.00
84	Furnish and Install Dryer Vent	\$ 100.00	\$ 50.00	\$ 150.00
85	Fresh Air 80	\$ 69.00	\$ 79.00	\$ 148.00
86	Jamb up Weatherstrip Kit	\$ 100.00	\$ 39.00	\$ 139.00
87	Threshold & Door Shoe	\$ 149.00	\$ 69.00	\$ 218.00
88	Retractable Sweep	\$ 79.00	\$ 39.00	\$ 118.00
89	R & R keyed alike Lockset	\$ 79.00	\$ 69.00	\$ 148.00
90	Intentionally Left Blank			\$ -
91	R & R Solid Core Pre-Hung/Door Blank	\$ 550.00	\$ 449.00	\$ 999.00
92	R&R Pre-hung Door R-7	\$ 450.00	\$ 349.00	\$ 799.00
93	R&R Manufactured Home Door R-7	\$ 450.00	\$ 349.00	\$ 799.00
94	Intentionally Left Blank			\$ -
95	EPDM plus 3" Multi-Max or equivalent	\$ 3.00	\$ 4.25	\$ 7.25
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 4.25	\$ 4.00	\$ 8.25
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 4.25	\$ 4.25	\$ 8.50
98	R-21 Fiberglass Floor Blow	\$ 2.25	\$ 1.00	\$ 3.25
99	R-30 Fiberglass Floor Blow	\$ 2.25	\$ 1.25	\$ 3.50
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 3.25	\$ 1.50	\$ 4.75
101	Add Cold Air Return grille in furnace closet door	\$ 149.00	\$ 49.00	\$ 198.00
102	Seal Ducts Single Wide	\$ 500.00	\$ 90.00	\$ 590.00
103	Seal Ducts Double Wide	\$ 575.00	\$ 95.00	\$ 670.00
104	Seal branch duct connection (cut open where identified)	\$ 75.00	\$ 20.00	\$ 95.00
105	Replace existing crossover duct	\$ 18.00	\$ 18.00	\$ 36.00
106	Install Blue/Pink Board	\$ 1.00	\$ 3.00	\$ 4.00
107	Repair Belly Board	\$ 2.50	\$ 1.00	\$ 3.50
108	Insulate Water Heater Closet inc. Door	\$ 279.00	\$ 120.00	\$ 399.00
109	Insulate Water Heater Closet Door ONLY	\$ 169.00	\$ 59.00	\$ 228.00
110	Vinyl Replacement Window	\$ 27.00	\$ 16.00	\$ 43.00
111	Safety Glass	\$ 5.00	\$ 5.00	\$ 10.00
112	R & R Double Strength Glass, wood sash	\$ 20.00	\$ 20.00	\$ 40.00
113	R & R Glass Aluminum Sash	\$ 20.00	\$ 20.00	\$ 40.00
114	Intentionally left blank			\$ -
115	intentionally left blank			\$ -
116	Under cut door (per door)	\$ 89.00	\$ -	\$ 89.00
117	Furnish & install by-pass grilles in door	\$ 139.00	\$ 49.00	\$ 188.00

118	Furnish & install by-pass grilles in wall	\$ 190.00	\$ 49.00	\$ 239.00
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 269.00	\$ 130.00	\$ 399.00
120	Add fresh air to return (1)	\$ 269.00	\$ 190.00	\$ 459.00
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 139.00	\$ 79.00	\$ 218.00
122	Lead Safe Weatherization, hourly labor rate	\$ 60.00	\$ -	\$ 60.00

** Cost of materials plus 20% mark up

**ATTACHMENT A
SITE BUILD SAMPLE WORK ORDER**

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

SF - Site Built - Sample Work Order

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each	95 ⁰⁰	20 ⁰⁰	115 ⁰⁰	115 ⁰⁰
7	Seal Plumbing Penetrations	1	each	25 ⁰⁰	15 ⁰⁰	40 ⁰⁰	40 ⁰⁰
86	Jamb Up Weatherstrip Kit	2	each	100 ⁰⁰	39 ⁰⁰	139 ⁰⁰	278 ⁰⁰
							433 ⁰⁰

Your total for these Infiltration line items should be equal to or below \$950

<\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft	1 ⁰⁰	1 ²⁰	2 ²⁰	706 ²⁰
10	R27 Blown-in Fiberglass	468	sq ft	1 ⁰⁰	1 ¹⁵	2 ¹⁵	1006 ²⁰
24	Roof Vent with 92 NFA	4	each	45 ⁰⁰	25 ⁰⁰	70 ⁰⁰	280 ⁰⁰
							1992 ⁴⁰

Your total for these Ceiling line items should be equal to or below \$1,700

<\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	1 ²⁵	1 ²⁵	2 ⁵⁰	700 ⁰⁰
31	Repair or Replace Knee Wall Access Door	2	each	105 ⁰⁰	75 ⁰⁰	180 ⁰⁰	360 ⁰⁰
63	R13 Blown-in Cellulose High Density	1262	sq ft	2 ⁰⁰	.75	2.75	3470 ⁵⁰
67	R&R Shakes	108	sq ft	.50		.50	54 ⁰⁰
68	R&R Wood Siding	1154	sq ft	.50		.50	577 ⁰⁰
123	Lead Safe Weatherization, hourly labor rate	8	hr	60 ⁰⁰		60 ⁰⁰	480 ⁰⁰
							5641 ⁵⁰

Your total for these Wall line items should be equal to or below \$4,250

<\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft	1 ²⁵	1 ²⁵	2 ⁵⁰	1990 ⁰⁰
44	Extra fee: Floor with Ducts	796	sq ft	.35		.35	278 ⁶⁰
							2268 ⁶⁰

Your total for these Floor line items should be equal to or below \$1,800

<\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	1 ⁵⁰	1 ⁰⁰	2 ⁵⁰	1230 ⁰⁰
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	1 ⁵⁰	1 ⁰⁰	2 ⁵⁰	75 ⁰⁰
							1305 ⁰⁰

Your total for these Duct Insulation line items should be equal to or below \$1,000

<\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system	480 ⁰⁰	180 ⁰⁰	660 ⁰⁰	660 ⁰⁰
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Your total Duct Sealing line items should be equal to or below \$800

<\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each	100 ⁰⁰	60 ⁰⁰	160 ⁰⁰	160 ⁰⁰
83.1	Install New Kitchen Range Hood Fan	1	each	700 ⁰⁰	500 ⁰⁰	1200 ⁰⁰	1200 ⁰⁰
84	Furnish & Install Dryer Vent	1	each	100 ⁰⁰	50 ⁰⁰	150 ⁰⁰	150 ⁰⁰
116	Undercut Door (per door)	3	each	89 ⁰⁰		89 ⁰⁰	267 ⁰⁰
							1777 ⁰⁰

Your total for Health & Safety line items

<\$1,500 Maximum Budget for Health & Safety measures

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015

Grand Total Of 7 "Bundles" 14077⁵⁰ \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE					
Item #	Description	Qty	Unit	Per Item Cost			Total Cost		
				Labor	Materials	L & M			
FLOOR MEASURE								Your total for this Floor line item should be equal to or below \$4,500	
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	2.25	1.00	3.25	0.00	2750.00	<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE								Your total for this Duct Seal line item should be equal to or below \$1,000	
102/100	Seal Ducts of a Single Wide MH	1	system	500.00	90.00	590.00	0.00	590.00	<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE								Your total for these Windows line items should be equal to or below \$6,900	
110/111	Vinyl Replacement Window	141	sq ft	27.00	16.00	43.00	0.00	6063.00	<\$6,900 Maximum Budget for Window measures
122/123	Lead Safe Weatherization (hrly rate)	10	hr	60.00			0.00	600.00	
Grand Total Of 3 "Bundles"								10090.00	<\$12,400 Maximum Budget for All Measures

Energy Comfort & Construction LLC
15635 SE 114th Ave., Ste. 110
Clackamas, OR 97015

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: Energy Comfort & Construction, LLC
(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.

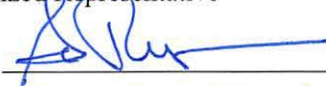
Contractor, by signature below, hereby represents as follows:

- (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 _____
Oregon Business Registry Number 1220691-7

Contractor's Authorized Representative

Signature:  Date: 12/13/17
Name: Graciela Pepelaskov Title: Managing Member/owner
Firm: Energy Comfort & Construction, LLC
Address: 15635 SE 114th Ave Ste 110
City/State/Zip: Clackamas OR 97015 Phone: (503) 657-3434
e-mail: Grace@ECC-LLC.com Fax: 503-657-3434

Contract Manager:

Name Michael Pepelaskov Title: Member/owner
Phone number: 503-475-4384
Email Address: Michael@ECC-LLC.com



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:


(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: Energy Comfort & Construction, LLC
Representative Name and Title: Graciela Pepelaskov, Managing Member
Signature:  Date: 12/13/17

Vendor Profile: Certifications

General Public Profile Users Commodity Codes Contacts Employees **Certifications** Workforce Comp/EEO Questionnaires

ENERGY COMFORT & CONSTRUCTION LLC

System Vendor Number: 20222852

Renew/Apply for Certification

Submit Change Request

Request Missing Certification

Current Certifications

Type	Action	Effective	Renewal	Organization	Reviewer	Actions	Alert
ESB	No Change Affidavit	2/16/2017	2/2/2018	State of Oregon		View	Add Alert
MBE	No Change Affidavit	2/16/2017	2/2/2018	State of Oregon		View	Add Alert
WBE	No Change Affidavit	2/16/2017	2/2/2018	State of Oregon		View	Add Alert

Certification renewals and updates must be submitted to the certification agency with whom your renewal is due.

- For certification renewals and updates with State of Oregon, you may [submit online](#).
- For other agencies, you will need to contact the certifying agency outside of this system for instructions.

Applications

Status	Application Number	App Type	Organization	Dates	Contact	Actions
Processing Complete	2528150	Annual Renewal Application	State of Oregon	Started: 2/6/2017 Submitted: 2/6/2017 Received: 2/16/2017	GRACIELA PEPELASKOV	View
Processing Complete	4321512	3-Year Review Application	State of Oregon	Started: 12/30/2015 Submitted: 1/15/2016 Received: 1/19/2016	GRACIELA PEPELASKOV	View

Customer Support

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Certificate of Excellence

is awarded to

Michael Pepelaskov

who has successfully completed a comprehensive
evaluation and is certified as a

Building Analyst Professional

as of August 24, 2016

This temporary Certificate expires on 08/24/2019

BUILDING PERFORMANCE INSTITUTE, INC.

107 Hermes Rd. Suite 110, Malta, New York 12020 877-274-1274 www.bpi.org



Certificate of Excellence

is awarded to

Michael Pepelaskov

who has successfully completed a comprehensive
evaluation and is certified as a

Heating Professional

as of August 24, 2016

This temporary Certificate expires on 08/24/2019

BUILDING PERFORMANCE INSTITUTE, INC.

107 Hermes Rd. Suite 110, Malta, New York 12020 877-274-1274 www.bpi.org



Name: **Michael Pepelaskov**
NATE ID: **6775714**
Test Name: **Gas Heating (Air) Installation (GSIN)**
Test Date: **5/3/2017**

Congratulations! You have passed the NATE exam shown above on the date indicated. NATE program information is available at www.natex.org. Note that your certification status may depend on you passing other NATE exams in addition to this one.

If you already have a myNATE login, please be sure to confirm your contact information by clicking the profile button at the top of your myNATE page when you log in. If NATE does not have a current mailing address, we will not be able to send you a complimentary NATE patch and chevron.

You can track your certification status or update your contact information anytime at the MyNATE site, www.myNATE.org. If you have never used the myNATE site before, please follow the steps below to create your myNATE login.

To create a MyNATE login,

- Visit www.myNATE.org.
- Click on the "First Time User" tab; select "Technician" as your Account Type.
- Select the Exam Type (Paper-Based or Computer-Based).
- Enter the Activation Code from the email you received when you scheduled the online exam or when your paper exam was received by NATE and your last name.
- Then click "Find My Information."
- Any information NATE already has on file will auto-fill in the fields below. Please fill in any remaining blank fields (which will include creating a username and password).
- Once complete, click "Create Account." A verification email will be sent to you. Once you verify your email address by clicking on the link in the email you receive, you will be able to use your username and password to log into myNATE.
- Once you are certified, we will provide you with your certificate and wallet card digitally so you can print them for free as often as you like and proudly share your NATE certification with others via email and social media, such as Facebook, LinkedIn, Twitter, and even on your company website. You must provide us with a current email address so that we can send you your e-certificate.

Please ensure your contact information is correct on your myNATE profile. NATE uses this information to keep in touch with you. You will receive notifications about your upcoming recertification and training status.

Please contact NATE at 877-420-6283 should you need assistance.

The NATE team



Department of Consumer Affairs
Board for Professional Engineers, Land Surveyors,
and Geologists

Search

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[CONSUMERS](#) [LICENSEES](#) [APPLICANTS](#) [PUBLICATIONS](#) [ONLINE SERVICES](#)

License Search for Professional Engineers and Land Surveyors

Licensee Name:	PEPELASKOV MICHAEL
License Type:	MECHANICAL ENGINEER
License Number:	31477
License Status:	CLEAR Definition
Expiration Date:	December 31, 2018
Address:	12125 S E SOLSTICE CT
City:	CLACKAMAS
State:	OR
Zip:	97015
County:	OUT OF STATE
Actions:	No

Public Record Action(s)

This information is updated Monday through Friday - Last updated: DEC-12-2017

Disclaimer
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375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Michael Pepelaskov
15635 SE 114th Ave #110
Clackamas, Oregon 97015

Certificate No. RR-41R009-14-78-10040

Course Date: 11/25/2014
Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Jonathan Elwing
15635 SE 114th Ave #110
Clackamas, Oregon 97015
Certificate No. RR-41R009-14-78-10039

Course Date: 11/25/2014
Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Sergey Demyanyuk
15635 SE 114th Ave #110
Clackamas, Oregon 97015

Certificate No. RR-41R009-14-78-10038

Course Date: 11/25/2014
Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Jason Carson
15635 SE 114th Ave. #110
Clackamas, Oregon 97015
Certificate No. RI-41R009-14-7810619

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

«Date Signed» 11/24/2014

Marri Lamoureux, COO
Oregon Home Builders Association



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Yevgeniy Kupriyanov
15635 SE 114th Ave #110
Clackamas, Oregon 97015

Certificate No. RI-41R009-14-7810621

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

«Date Signed» 11/24/2014

Marri Lamoureux, COO
Oregon Home Builders Association



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Refresher- English



Adan Suarez

15635 SE 114th Ave #110

Clackamas, Oregon 97015

Certificate No. RR-41R009-14-78-10041

Course Date: 11/25/2014

Certificate Expiration Date: 11/25/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux".

Marri Lamoureux, COO
Oregon Home Builders Association

11/25/2014

Date



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Sergio Rodriguez
15635 SE 114th Ave. #110
Clackamas, Oregon 97015
Certificate No. RI-41R009-14-7810623

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

«Date Signed» 11/24/2014

Marri Lamoureux, COO
Oregon Home Builders Association



375 Taylor Street NE
Salem, Oregon 97301
503-378-9066
www.oregonhba.com

Certificate of Attendance and Successful Completion Renovator - LRRP Initial - English



Louis Butchek
15635 SE 114th Ave. #110
Clackamas, Oregon 97015
Certificate No. RI-41R009-14-7810618

Course Date: 11/24/2014
Certificate Expiration Date: 11/24/2019

A handwritten signature in black ink, appearing to read "Marri Lamoureux", written over a horizontal line.

Marri Lamoureux, COO
Oregon Home Builders Association

«Date Signed» 11/24/2014



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

July 14, 2017

License Enclosed

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE #110
CLACKAMAS OR 97015

License Information

Attached is your State of Oregon License as a PB-Plumbing Contractor.

License Ltr.dot

State of Oregon License

PB-Plumbing Contractor

Building Codes Division

PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: PB716
Effective date: 07/02/2017
Expiration date: 07/01/2020



Licensee: ENERGY COMFORT & CONSTRUCTION LLC

Address: 15635 SE 114TH AVE #110
CLACKAMAS OR 97015

NON-TRANSFERABLE



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

June 27, 2017

LICENSE ENCLOSED

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE #110
CLACKAMAS OR 97015

License Information

Attached is your State of Oregon License as a LMS-Ltd Maint Spec Contractor.

All electrical contractors are required to employ a general supervising electrician or a qualifying person, and must notify the Building Codes Division within five days of entering into or terminating the employment of a supervising electrician or a qualifying person.

Please note: Electrical contractors must also be licensed and bonded by the Construction Contractor's Board to legally work in Oregon.

If you need to change the street address, mailing address, or the DBA or ABN on your license, you must notify the Building Codes Division within five business days of the change. The legal name on the license cannot be changed.

For more information, call (503) 373-1268.

EL Contr Lic Ltr.doc

State of Oregon License

LMS-Ltd Maint Spec Contractor



Building Codes Division
PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: LMS91
Expiration date: 07/01/2020

Licensee: ENERGY COMFORT & CONSTRUCTION LLC

Address: 15635 SE 114TH AVE #110
CLACKAMAS OR 97015

NON-TRANSFERABLE



Oregon

Kate Brown, Governor

Department of Consumer and Business Services
Building Codes Division
1535 Edgewater Street NW
P.O. Box 14470
Salem, OR 97309-0404
503-378-4133
Fax: 503-378-2322
oregon.gov/bcd

June 27, 2017

LICENSE ENCLOSED

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE #110
CLACKAMAS OR 97015

License Information

Attached is your State of Oregon License as a LHR-Ltd Maint Contractor HVAC/R.

All electrical contractors are required to employ a general supervising electrician or a qualifying person, and must notify the Building Codes Division within five days of entering into or terminating the employment of a supervising electrician or a qualifying person.

Please note: Electrical contractors must also be licensed and bonded by the Construction Contractor's Board to legally work in Oregon.

If you need to change the street address, mailing address, or the DBA or ABN on your license, you must notify the Building Codes Division within five business days of the change. The legal name on the license cannot be changed.

For more information, call (503) 373-1268.

EL Contr Lic Ltr.doc

State of Oregon License

LHR-Ltd Maint Contractor HVAC/R



Building Codes Division
PO Box 14470
Salem, OR 97309-0404
503-378-4133 FAX 503-378-2322

License number: LHR73
Expiration date: 07/01/2020

Licensee: ENERGY COMFORT & CONSTRUCTION LLC

Address: 15635 SE 114TH AVE #110
CLACKAMAS OR 97015

NON-TRANSFERABLE

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT
RENOVATION CONTRACTOR LICENSE
LICENSE No.: LBPR160327

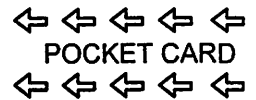
This document certifies that
ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as a
Certified Lead Based Paint Renovation Contractor.

CONSTRUCTION CONTRACTORS BOARD

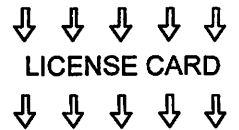
LICENSE NUMBER: LBPR160327
EXPIRATION DATE: 03/17/2018
ENTITY TYPE: Limited Liability Company

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015



POCKET CARD

*fold and detach
along
perforation*



LICENSE CARD

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE
LICENSE NUMBER: LBPR160327

This document certifies that:

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

License Details:

LBPR LICENSE NO.: LBPR160327
EXPIRATION DATE: 03/17/2018

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

CONSTRUCTION CONTRACTORS BOARD
ENERGY EFFICIENCY AND SUSTAINABLE TECHNOLOGY
CONTRACTOR LICENSE
LICENSE: EEAST#160327

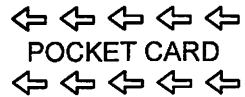
This document certifies that
ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as an
Energy Efficiency and Sustainable Technology Contractor.

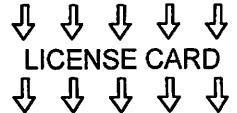
CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER: EEAST#160327
EXPIRATION DATE: 03/04/2018
ENTITY TYPE: Limited Liability Company

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015



*fold and detach
along
perforation*



STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
ENERGY EFFICIENCY AND SUSTAINABLE TECHNOLOGY
CONTRACTORS LICENSE

This document certifies that

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as an Energy Efficiency and Sustainable Technology Contractor.

License Details:
EEAST License No.: EEAST#160327
Expiration Date: 03/04/2018

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

CCB LICENSE 160327

RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: MICHAEL PEPELASKOV
HOME INSPECTOR CERTIFIED: NO

CONSTRUCTION CONTRACTORS BOARD

LICENSE NUMBER: 160327
EXPIRATION DATE: 06/11/2018
ENTITY TYPE: Limited Liability Company
ENDORSEMENT(S): Residential General Contractor and a
Commercial General Contractor Level 1
ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015



← ← ← ← ←
POCKET CARD
← ← ← ← ←

*fold and detach
along
perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 160327

This document certifies that:

ENERGY COMFORT & CONSTRUCTION LLC
15635 SE 114TH AVE STE 110
CLACKAMAS OR 97015

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 06/11/2018
ENTITY TYPE: Limited Liability Company
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$75,000
INSURANCE: \$1,000,000 / \$2,000,000
RMI: MICHAEL PEPELASKOV
HOME INSPECTOR CERTIFIED: NO

Certificate of Participation

This Certifies That

Yevojeniy Kupriyanov

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce

Innovation is in our nature.

State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015




3406 Redwood Avenue,
Bellingham, WA 98225

phone 360.734.5121, **fax** 360.676.9754

www.bpctrain.org

BUILDING PERFORMANCE CENTER


John Davies, BPC Manager

Certificate of Participation

This Certifies That

Sergey Demyanyuk

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce
Innovation is in our nature.


State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015



3406 Redwood Avenue,
Bellingham, WA 98225
phone 360.734.5121, **fax** 360.676.9754
www.bpctrain.org

BUILDING PERFORMANCE CENTER


John Davies, BPC Manager

Certificate of Participation

This Certifies That

Jason Carson

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce

Innovation is in our nature.

State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015



3406 Redwood Avenue,
Bellingham, WA 98225

phone 360.734.5121, fax 360.676.9754

www.bpctrain.org

BUILDING PERFORMANCE CENTER

John Davies
John Davies, BPC Manager

Certificate of Participation

This Certifies That

Sergio Rodriguez

has participated in the 8-hour course of training

In-Progress Combustion Safety

And is awarded this certificate by



Department of Commerce

Innovation is in our nature.

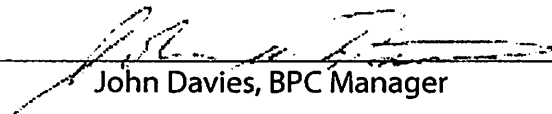
State of Washington Department of Commerce
Training conducted by the Building Performance Center of Bellingham, WA

June 25, 2015



3406 Redwood Avenue,
Bellingham, WA 98225
phone 360.734.5121, **fax** 360.676.9754
www.bpctrain.org

BUILDING PERFORMANCE CENTER


John Davies, BPC Manager

June 5, 2012

Michael Pepelaskov
Energy Comfort & Construction
15635 SW 114th Ste 110
Clackamas, OR 97015

To Whom It May Concern;

This letter is provided to certify that Michael Pepelaskov #1313, has been approved by Bonneville Power Administration as a Performance Tested Comfort Systems® certified technician for the below listed trades:

Retrofit Ducts
New Ducts
Air Source Heat Pumps

This certification may be revoked for submitting installations that fail to meet the Performance Tested Comfort Systems installation standard. A list of BPA-approved PTCS Certified Technicians is provided online at www.bpa.gov/reshvac. Please check this listing to ensure that your contact information is correct. Utilities running the BPA PTCS Program use this list to verify contractor eligibility.

Contractor communications from the PTCS® Program are sent through the PTCS® list-serve. You may sign up to receive these email updates by emailing our team at reshvac@bpa.gov.

Thank you for your participation in the Performance Tested Comfort Systems® Program!

Sincerely,

The PTCS® Team
800.941.3867 PTCS phone
877.848.4074 PTCS fax



June 5, 2012

Jonathan Elwing
Energy Comfort & Construction
15635 SW 114th Ste 110
Clackamas, OR 97015

To Whom It May Concern;

This letter is provided to certify that Jonathan Elwing #2174, has been approved by Bonneville Power Administration as a Performance Tested Comfort Systems® certified technician for the below listed trades:

Retrofit Ducts
New Ducts
Air Source Heat Pumps

This certification may be revoked for submitting installations that fail to meet the Performance Tested Comfort Systems installation standard. A list of BPA-approved PTCS Certified Technicians is provided online at www.bpa.gov/reshvac. Please check this listing to ensure that your contact information is correct. Utilities running the BPA PTCS Program use this list to verify contractor eligibility.

Contractor communications from the PTCS® Program are sent through the PTCS® list-serve. You may sign up to receive these email updates by emailing our team at reshvac@bpa.gov.

Thank you for your participation in the Performance Tested Comfort Systems® Program!

Sincerely,

The PTCS® Team
800.941.3867 PTCS phone
877.848.4074 PTCS fax



June 5, 2012

Yevgeniy Kupriyanov
Energy Comfort & Construction
15635 SW 114th Ste 110
Clackamas, OR 97015

To Whom It May Concern;

This letter is provided to certify that Yevgeniy Kupriyanov #2173, has been approved by Bonneville Power Administration as a Performance Tested Comfort Systems® certified technician for the below listed trades:

Retrofit Ducts
New Ducts
Air Source Heat Pumps

This certification may be revoked for submitting installations that fail to meet the Performance Tested Comfort Systems installation standard. A list of BPA-approved PTCS Certified Technicians is provided online at www.bpa.gov/reshvac. Please check this listing to ensure that your contact information is correct. Utilities running the BPA PTCS Program use this list to verify contractor eligibility.

Contractor communications from the PTCS® Program are sent through the PTCS® list-serve. You may sign up to receive these email updates by emailing our team at reshvac@bpa.gov.

Thank you for your participation in the Performance Tested Comfort Systems® Program!

Sincerely,

The PTCS® Team
800.941.3867 PTCS phone
877.848.4074 PTCS fax





PTCS

Performance Tested
Comfort Systems

Certificate of Training

This document certifies that **Adan Suarez** has completed the necessary training and has successfully passed the PTCS examinations for certification.

He or she is hereby recognized as PTCS certified in the following areas:

Duct Sealing

Tech ID # 8517

Certificate of Training

This document certifies that

Sergey Demyanyuk

has completed the necessary training and successfully passed the
PTCS examinations for certification. He or she is hereby recognized
as PTCS certified in the following areas:

PTCS New and Retrofit Duct Sealing

Training
Company **Oregon Training Institute**

Training
Location **Clackams, OR** Date **4/24/14**

Trainer
Name **Dan Hughes**

Trainer
Signature 

Certificate of Training

This document certifies that

Sergio Rodriguez

has completed the necessary training and successfully passed the PTCS examinations for certification. He or she is hereby recognized as PTCS certified in the following areas:

PTCS New and Retrofit Duct Sealing

Training Company **Oregon Training Institute**

Training Location **Clackams, OR** Date **4/24/14**

Trainer Name **Dan Hughes**

Trainer Signature



Certificate of Training

This document certifies that

Jason Carson

has completed the necessary training and successfully passed the
PTCS examinations for certification. He or she is hereby recognized
as PTCS certified in the following areas:

PTCS New and Retrofit Duct Sealing

Training
Company **Oregon Training Institute**

Training
Location **Clackams, OR** Date **4/24/14**

Trainer
Name **Dan Hughes**

Trainer
Signature



PTCS

Performance Tested
Comfort Systems

Certificate of Training

This document certifies that Adan Suarez has completed the necessary training and has successfully passed the PTCS examinations for certification.

He or she is hereby recognized as PTCS certified in the following areas:

Duct Sealing

PTCS
Performance Tested
Comfort Systems

Adan Suarez

Certified In:
Duct Sealing

Tech ID # 8517

PTCS
309 SW 6th Ave #1000
Portland OR 97204

T 800-941-3867
F 877-848-4074
ptcsnw.com
info@ptcsnw.com

Tech ID # 8517

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Performance Insulation & Energy Services, Inc. for
Weatherization Major Measure Construction Services

Purpose / Outcome	To continue to increase energy efficiency to low-income client homes
Fiscal Impact	\$1,050,000 over a three (3) year per period
Funding Source	Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Administration (USDOE) and leveraged private utility funds. No County General Funds are involved.
Duration	1-year contract with one (1) option to extend for an additional two (2) year period.
Strategic Plan Alignment	1. Provide energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
Previous Board Action	None
Contact Person	Jacque Meier, Weatherization Services Program Manager, (503) 650-3339, jacquemei@clackamas.us .

BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families. Work may include insulation, air sealing measures, furnace replacement, and window and door replacement.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

PROCUREMENT PROCESS

On October 31, 2017, a Request for Proposals to develop a qualified list of weatherization contractors was issued. The RFP closed on January 16, 2018, having received six (6) proposals. It was determined that all proposals meet the criteria outlined in the RFP and award was made to all six (6) Proposers.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve the agreement with Performance Insulation & Energy Services, Inc. to provide weatherization contracting services and delegate authority to the Department Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION SERVICES CONTRACT MAJOR MEASURE CONTRACTORS

This Weatherization Services Contract (this “Contract”) is entered into between **Performance Insulation & Energy Services, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2019**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed one million fifty thousand dollars (**\$1,050,000.00**). Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally,

invoice for payment will be accepted only for measures that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or

Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material

change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

Additional work performed without authorization through a change order shall not entitle Contractor to an increase in job price or extension of work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this

Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the “Certification Regarding Lobbying” form, and (ii) the “Disclosure of Lobbying Activities Form”, if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor’s other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature

Date

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Name / Title Printed

CCB License Number

Richard Swift, Director
Health, Housing and Human Services

Oregon Business Registry Number

Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: _____

Representative Name and Title:

Signature:

Date:



REQUEST FOR PROPOSALS #2017-18

FOR

WEATHERIZATION MAJOR MEASURE CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Patricia Bride
Senior Procurement & Contract Analyst Sr.**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

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.....	October 11, 2017
Protest of Specifications Deadline.....	October 25, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	October 31, 2017, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

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List of Attachments:

- Attachment A – Site Built Sample Work Order
- Attachment B – Manufactured Home Sample Work Order
- Attachment C – Weatherization Major Measure List
- Attachment D – Clackamas County Install Expectations

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its Community Solutions Division will receive sealed Proposals per specifications until **2:00 PM, November 6, 2017** (“Closing”), to provide private residence weatherization construction services. No Proposals will be received or considered after that time.

The resulting contracts from this RFP will have a term from the effective date through June 30, 2019, with an option to renew for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, **2051 Kaen Road, Oregon City, OR 97045**, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Division attention George Marlton, Director at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@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 bids from Minority, Women, Veteran, 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. 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 Response 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and 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 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 192.501(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 192.501(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 192.500(1). 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 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 listed in Section 6. 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 the Instructions to Proposers Section 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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 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 Department of Health, Housing and Human Services (“H3S”) seeks to increase the energy efficiency of low-income client homes. To achieve this goal, H3S is establishing a ranked list of contractors qualified to perform weatherization services in single family housing for eligible low-income families throughout Clackamas County (“County”).

3.2 BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

3.3. SPECIAL CONSIDERATIONS

It is the expectation of County and the weatherization program that:

- All residents receiving weatherization services will be treated with dignity and respect; and
- The SFWP serves to meet our stated goals of reducing household energy burden, provide safe and affordable housing in the community, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (“MGA”). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (“SIR”) requirements. The County must follow these policies and procedures when determining which project to go forward with, and which weatherization measures may be completed within each project.

The County will provide a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for this potential project. Using the process described within the contract, the best value and available Contractor will be selected for the project. At this time, "actual" cost information will be used from the Contractor price sheets to identify actual costs. If the costs identified from this individual Contractor make the proposed measures too expensive to be cost effective, the next appropriate Contractor in line will be awarded the project. The same process will be used until a Contractor can be selected that will meet the accepted limits. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.

Prices should be less than, or equal to the maximum price identified as allowable for the unique line items as shown in the Sample Work Order (“SWO”).

SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop WOs based on energy audits, and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the best value to the first available Contractor subject to the SIR requirements, work cap, bonding limitation and acceptance of the work.

In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard bidding specifications, the County may, at the County's sole discretion, request project specific pricing from all eligible Contractors. Such action will be for this specific WO only and will not result in the recalculation of the original proposer ranking.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs reaching 45 calendar days old or more may be put on restriction from receiving additional WOs issued by the County.

3.3.2 Work Assignments and Pre-Job Energy Audit

Actual work, if any, will be awarded as follows:

1. The County will perform a weatherization audit for each dwelling prior to assigning a work order ("WO").
2. The information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project.
3. The County will develop WO's and reserves the right to determine which weatherization measures are to be included in any individual WO.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. If the costs identified, from an individual Contractor makes the proposed measures too expensive to be cost effective, the next best value and available Contractor in line will be selected for the project. The same standard WO will be applied to each subsequent selected contractor.
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.
7. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.
8. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
9. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
10. Contractors may receive WO's that do not require specialized certifications. WO's where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities including, but not limited to, Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft. testing) the Contractor will only be assigned these unique work activities if all

governmental requirements are met and maintained as current by the Contractor. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level.

3.3.3 Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. We understand that circumstances may arise that cause a Contractor to refuse WO's. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4 Target Population Served

The target populations to be served by this RFP are low-income households, living within the County. All households served will have qualified via the County's application process, been referred for audit from an approved County waiting list, and been audited by the County.

3.3.5 Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6 Funding

CSD has budgeted an estimated \$1.2M annually, subject to change from one budget cycle to the next, for this program. Funding sources for the programs come from Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. Funding amount described in this solicitation is not guaranteed.

3.3.7 Technical Training

Periodically CSD, at its cost for the training (but not including Contractor labor costs), may make available training opportunities to Contractors and their staff. Such training may be a requirement for continued participation in the program based on Contractor performance.

3.4 Scope of Services

3.4.1 General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the below specifications which may change from time to time, (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and Oregon Weatherization Assistance Plan for U.S. DOE) as a part of the RFP.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent / substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor 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 (4s 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.

Must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2 Price Escalation / De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the CSD for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WO's. The Contractor will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractor will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3 Hazardous Materials

All materials that include solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et seq with product identifier, a signal word, hazard statements, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are

unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OR OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4 Disqualification

Should a Contractor become disqualified from performing work the Contractor is required to;

- Immediately stop all associated County work activity; and
- Notify CSD of disqualification / debarment, where the receipt of the notification from the Contractor is received by CSD within one (1) business day.

The System for Award Management ("SAM") identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor's license status, such as Active, or Suspended.

3.4.4.1 Oregon Construction Contractors Board (CCB) Licensing / Endorsements / Disqualification

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and /or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement.

See: <http://www.oregon.gov/CCB/board.shtml>

3.4.4.2 SAM - Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract. For additional information visit the

website at www.sam.gov. Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.5 Lead Safe Weatherization

The County has the expectation that all weatherization work performed on pre-1978 housing be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the United States Department of Energy. See the current version of the Oregon Weatherization State Plan for U.S. DOE, Appendix D – Health & Safety Plan, Lead-Based Paint for containment information.

http://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a WO assignment to a contractor) DOE Oregon State Plan

All Contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related WO in complexes or homes built before 1978. For awarded Contractors, proof of Lead Renovation, Repair and Painting Rule ("LRRP") certification *must* be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the allocated time, no new WOs shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:
www.oregonremodelers.org

3.4.6 Required Contractor Workshop Training

All awarded contractors are required to attend and complete a vendor workshop training prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Program Overview;
- Staff Contacts and Roles;
- Work Order Process and Change Orders;
- Inspections and Project Expectations; and
- Billing, Invoices and Payments.

All successful contractors are required to have at least one (1) currently employed person on their staff that has attended and completed this workshop. Additionally, this training workshop is also recommended for those who handle work flow, invoices, payments, crew leaders and supervisors. Contractors will attend at their own cost. Contractors are required to notify the CSD within 30 calendar days when / if they no longer have employed within their company a person that has completed the vendor workshop training. Additional information regarding the workshop will be emailed to all contractors upon contract award.

3.4.7 Specifications – Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards ("OWAP"), which may be updated from time to time and can be located at:

http://www.oregon.gov/ohcs/Pages/weatherization_training_manuals.aspx

All work shall be completed in compliance with, the then current versions of the OWAP, hereby incorporated by reference. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued version (at the time of a WO assignment to a contractor).

Within the short descriptions contained in this Major Measure Price Sheet ("MMPS"), various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that program standards (e.g., Clackamas County Install Expectations) exceed requirements outlined in the OWAP, the higher standard shall be used.

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.4.8 Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.

County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.4.9 Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.4.10 Major Measure Items

Located in the Attachment - C Weatherization Major Measure List are brief excerpts from the technical specifications / descriptions for each measure item that may be included in a WO.

3.4.11 Performance Measures and Performance Reporting

All work is subject to inspection and acceptance by the County prior to sign off and completion. County reserves the right to inspect any work at any time.

All Contractors' **performance will be monitored for quality, timeliness, and adherence to applicable Clackamas County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. Weatherization measures shall be installed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specifications, codes or regulations; the County shall consult OHCS to determine appropriate action consistent with the codes, regulations and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and / or requirements.

Each accepted WO must be completed by the awarded Contractor within 45 calendar days from acceptance of WO. If a WO falls outside of this timeframe, the Contractor may be placed on restriction and not assigned new WOs until the currently open WO has been completed and approved by the County. Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.4.12 Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2019**, with an option to review for two (2) additional years. At the end of the initial term of the contract, the County, at its sole discretion, can extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial 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 Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 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. An original (clearly indicated) and **six (6)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division
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.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Describe your experience with OWAP for the installation of approved weatherization materials.
- Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Number of years' experience providing energy upgrades.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide the below information, copies provided where appropriate
 - Oregon CCB License
 - Sam.gov/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - LEAD renovators certifications
 - Employer Identification Number
 - Other appropriate licenses (specify)
- Describe firm's standard mobilization time from the time of issuance of a WO.
- Describe composition and number of crews available for work.
- Describe how your firm will provide for trade related work (i.e., in house or subcontracted).
- Describe project understanding and approach.

5.4. Fees - Complete the Single Family Weatherization Major Measure Price Sheet

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(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.

Contractor, 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 _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this “Contract”) is entered into between **XXXXXXXXXX** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$XXXX. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage’s retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section.

Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be

mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion, and successful final inspection. In addition to Contractor’s warranty, manufacturer’s warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each			-	-
7	Seal Plumbing Penetrations	1	each			-	-
86	Jamb Up Weatherstrip Kit	2	each			-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft			-	-
10	R27 Blown-in Fiberglass	468	sq ft			-	-
24	Roof Vent with 92 NFA	4	each			-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
----	--	---	--------	--	--	---	---

Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
FLOOR MEASURE							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00
							<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE							
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00
							<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
							<\$6,900 Maximum Budget for Window measures
Grand Total Of 3 "Bundles"							0.00 \$12,400 Maximum Budget for All Measures

Your total for this Floor line item should be equal to or below \$4,500

Your total for this Duct Seal line item should be equal to or below \$1,000

Your total for these Windows line items should be equal to or below \$6,900

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(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.

Contractor, 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.

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

CCWX Request for Proposals #2017-18

5.2 Proposer's General Background and Qualifications:

Description of Firm:

Performance Insulation is an insulation and HVAC company who's goal is to reduce energy levels as well as improve the quality of the homes environment with weatherization solutions. This company was founded April 1st, 2013 with the mission to provide affordable weatherization and energy services to the greater Portland and Seattle areas. Performance is a market leader with over 75 years of combined experience between our staff of weatherization and energy experts. Our professional and knowledgeable staff strives to give an excellent customer experience on every project.

Experience with OWAP weatherization materials:

The experience with OWAP's approved weatherization materials has been fine. These materials are commonly used for projects outside the program which gives them the experience to install in a proper manner both successfully and efficiently.

Credentials/ experience

Jennifer Halloran: Has been with the company for 1.5 years and in the industry for 5 years. She is certified through the Building Performance Institute as Building Analyst. Prior to Performance Insulation, Jennifer worked for GreenSavers as a Home Performance Consultant performing similar projects for homeowners.

Adan Martinez: Adan has 4 years of experience at Performance as our site lead for our install crews. Adan also has 15 years experience overall in the industry both installing and managing crews.

Carlos Vargas: Carlos has 3 years of experience at Performance as an insulation installer and has 20 years overall in the industry.

Bonifacio Cardenas: Boni has 4 years of experience at Performance as our lead installation installer and 15 years in the industry. He specializes in finish work to made sure everything looks as nice as the insulation install.

Experience with Similar Services

Performance Insulation has been also working alongside the Multnomah County Weatherization Program and Washington County Weatherization Program.

Number of years with energy upgrade experience

The company has been around since April 1st 2013 increasing the efficiency of homes. Performance has worked alongside both Enhabit and the Energy Trust of Oregon ensuring people receive the highest quality install while receiving incentives for the work completed. The company has recently been certified to complete home energy scores which becomes mandatory in 2018 for all listed homes for sale in Oregon.

Ability to meet requirements in section 3

Performance insulation and the employers who work under the program have and will continue to meet the requirements in section 3.

What distinguishes us from others

Performance insulation is a high integrity insulation and HVAC company that values assisting those in need of an efficient and comfortable home. Our approach is very kind and clear for our customers while swift and thorough for our auditors who review our work. If any concerns come up we take those experiences to meetings to push towards continuous improvement.

CCWX Request for Proposals #2017-18

5.3 Scope of Work:

Oregon CCB License: 924729-93, also attached

Sam.gov/DUNS Number: 07897510

CCB Lead Based Paint Renovation Contractors License Number: LBPR199448

Lead Renovators Certifications: Attached

Employer Identification Number: 46-2325577

Mobilization Time: The work order is created a week prior to beginning the install, this allows the crew to review the scope of work and generate materials. Then the work order is printed and materials are prepared the night before we begin work. The crew arrives at the office by 7am the next morning to load the trucks, their goal is to arrive on site between 8:00 – 8:30 am. The crew will wrap up by 4:30 pm latest so they are back at the office by 5 pm to go over the following day.

Number of crews available: Performance Insulation has three pre existing home crews who are specialized for county weatherization work. Each crew consists of 2-3 installers per truck. 2 is common, 3 for more difficult installations. Our crew leads on each truck have the correct certifications and licenses to perform the scope of work for all county jobs with exception to asbestos as we are not licensed for this type of work.

How firm will provide for trade related work: Performance does not have a licensed electrician or licensed asbestos remediator. In these situations we work alongside other licensed contractors to perform the work. We have them work as a subcontractor under our company and only work with contractors who have experience with working on county jobs.

Project understanding and approach: Performance Insulation understands each projects goal while maintaining all standard work specifications the county requires. The approach is to ensure all work that involves subcontractors is completed first to ensure jobs are completed in a timely manner. Performance strives to install one to two projects each week, this allows us to perform proper site checks to strive for passing the projects expectations during the first final inspection.

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet				
Vendor Name:		Performance Insulation & Energy Services		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate	\$ 67.00		\$ 67.00
2	Post Blower Door Operations.	\$ 201.00		\$ 201.00
3	Blower Door Directed Air-Sealing	\$ 75.71	\$ 15.02	\$ 90.73
4	2- part Polyurethane foam system	\$ 2.73	\$ 4.13	\$ 6.86
5	Sheetrock	\$ 2.93	\$ 4.13	\$ 7.06
6	Seal Chimney Chaseway (basement & attic)	\$ 67.00	\$ 43.06	\$ 110.06
7	Seal interior plumbing penetrations	\$ 6.70	\$ 4.13	\$ 10.83
8	Attic Heat Producing Fixtures	\$ 67.00	\$ 28.27	\$ 95.27
8.1	R-49 Blown-in Fiberglass	\$ 0.76	\$ 1.11	\$ 1.87
9	R-38 Blown-in Fiberglass	\$ 0.59	\$ 0.92	\$ 1.51
10	R-27 Blown-in Fiberglass	\$ 0.52	\$ 0.79	\$ 1.31
11	R-19 Blown-in Fiberglass	\$ 0.49	\$ 0.52	\$ 1.01
12	R-38 Blown-in Cellulose	\$ 0.59	\$ 1.07	\$ 1.66
12-1	R-49 Blown-in Cellulose	\$ 0.76	\$ 1.38	\$ 2.14
13	R-27 Blown-in Cellulose	\$ 0.52	\$ 0.85	\$ 1.37
14	R-19 Blown-in Cellulose	\$ 0.49	\$ 0.58	\$ 1.07
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 67.00		\$ 67.00
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 0.73	\$ 1.00	\$ 1.73
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 0.64	\$ 0.76	\$ 1.40
18	R-21 Kraft-faced Fiberglass	\$ 0.73	\$ 1.00	\$ 1.73
19	Tyvek/FSK/Equivalent	\$ 0.29	\$ 0.35	\$ 0.64
20	Twine only	\$ 0.17	\$ 0.29	\$ 0.46
21	R-13 Blown- in Fiberglass Insulation	\$ 0.45	\$ 0.48	\$ 0.93
22	R-15 Kraft-faced Fiberglass batt	\$ 0.64	\$ 0.76	\$ 1.40
23	Roof Vent 50 NFA	\$ 19.78	\$ 29.09	\$ 48.87
24	Roof Vent 92 NFA	\$ 19.78	\$ 35.43	\$ 55.21
25	Gable Vent	\$ 22.11	\$ 74.23	\$ 96.34
26	Soffit Vent or Freeze block Vent	\$ 19.78	\$ 25.45	\$ 45.23
27	Repair &/or Replace Flat Access Door	\$ 25.60	\$ 36.08	\$ 61.68
28	Cut & Make New Operable Flat Attic Access	\$ 46.56	\$ 68.80	\$ 115.36
30	Wx & Insulate Existing Flat Attic Access	\$ 16.45	\$ 23.55	\$ 40.00
31	Repair &/or Replace Knee-wall Access Door	\$ 34.92	\$ 52.38	\$ 87.30
32	Cut & Make Operable Knee-wall Access	\$ 58.19	\$ 87.29	\$ 145.48
33	Cut in & Make inoperable Knee-wall Access	\$ 29.09	\$ 46.55	\$ 75.64
34	Wx & Insulate Existing Knee-wall Access	\$ 17.45	\$ 29.09	\$ 46.54

35	Install New Ground Cover	\$ 0.12	\$ 0.15	\$ 0.27
36	Water Pipe Insulation	\$ 0.59	\$ 0.76	\$ 1.35
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$ 0.64	\$ 0.76	\$ 1.40
40	R-25 Faced Fiberglass Batts	\$ 0.64	\$ 1.00	\$ 1.64
41	R-30 Faced Fiberglass Batts	\$ 0.73	\$ 1.00	\$ 1.73
42	R-25 Fiberglass Floor Blow (Site built)	\$ 0.70	\$ 1.15	\$ 1.85
43	R-30 Fiberglass Floor Blow (Site built)	\$ 0.80	\$ 1.40	\$ 2.20
44	Floor with Ducts (additional labor only)	\$ 0.24		\$ 0.24
46	Twine Floor only	\$ 0.20	\$ 0.29	\$ 0.49
47	Irregular Joist Space (additional labor only)	\$ 0.18		\$ 0.18
48	Low-Clearance (additional labor only)	\$ 0.18		\$ 0.18
49	Air Barrier	\$ 0.20	\$ 0.35	\$ 0.55
50	16 x 8 Vent in Wood/rescreen existing	\$ 33.50	\$ 18.75	\$ 52.25
51	Intentionally left blank			\$ -
52	R-11 Vinyl Faced Fiberglass	\$ 0.76	\$ 1.10	\$ 1.86
53	Intentionally left blank			\$ -
54	R-19 Vinyl Faced Fiberglass	\$ 0.93	\$ 1.32	\$ 2.25
55	Intentionally Left Blank			\$ -
56	Duct Seal Entire System (site-built homes)	\$ 528.00	\$ 130.64	\$ 658.64
57	2x4 R-13 Cellulose High Density	\$ 0.60	\$ 1.32	\$ 1.92
58	2x6 R-25 Cellulose High Density	\$ 0.72	\$ 1.60	\$ 2.32
59	2x8 R-30 Cellulose High Density	\$ 0.80	\$ 1.70	\$ 2.50
60	2x10 R-38 Cellulose High Density	\$ 0.95	\$ 1.88	\$ 2.83
61	2x12 R-44 Cellulose High Density	\$ 1.00	\$ 1.93	\$ 2.93
62	R-13 Fiberglass	\$ 0.60	\$ 0.82	\$ 1.42
63	R-13 Cellulose High Density	\$ 0.60	\$ 0.94	\$ 1.54
64	Install Cellulose Insulation in wall cavities, not high density	\$ 0.60	\$ 0.90	\$ 1.50
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$ 0.60	\$ 0.60	\$ 1.20
66	R-13 High Density Fiberglass	\$ 0.60	\$ 0.90	\$ 1.50
67	R & R Shake Siding	\$ 0.29		\$ 0.29
68	R & R Wood Siding	\$ 0.58		\$ 0.58
69	R & R Vinyl Siding	\$ 0.29		\$ 0.29
70	R & R Metal/Aluminum Siding	\$ 0.78		\$ 0.78
71	R & R Asbestos Siding	\$ 1.00		\$ 1.00
72	R & R Blind-Nailed Asbestos Siding	\$ 1.35		\$ 1.35
73	R & R Asphalt Siding	\$ 1.35		\$ 1.35
74	Access Drill and Fill	\$ 1.80		\$ 1.80
75	Intentionally left blank			\$ -
76	Drill and Fill Stucco Siding	\$ 2.00	\$ 3.15	\$ 5.15
77	Drill & Fill, access through interior walls	\$ 2.00	\$ 2.15	\$ 4.15
78	Batt & cover open bump out	\$ 0.84	\$ 1.35	\$ 2.19
79	Block & Blow Closed Bump Out	\$ 1.68	\$ 1.40	\$ 3.08
80	Remove & Replace Existing Bath Fan	\$ 425.55	\$ 395.00	\$ 820.55

81	Vent Existing Bath Fan	\$ 67.00	\$ 61.38	\$ 128.38
82	Remove & Replace Existing Kitchen Fan	\$ 530.00	\$ 507.36	\$ 1,037.36
83	Vent Existing Kitchen Fan	\$ 97.50	\$ 79.52	\$ 177.02
83.1	Install New Kitchen Range Hood	\$ 595.00	\$ 505.23	\$ 1,100.23
83.2	Install a Humidistat Timer Switch	\$ 32.50	\$ 47.00	\$ 79.50
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$ 32.50	\$ 155.00	\$ 187.50
83.4	Install New Bath Fan	\$ 630.00	\$ 523.75	\$ 1,153.75
84	Furnish and Install Dryer Vent	\$ 32.75	\$ 22.19	\$ 54.94
85	Fresh Air 80	\$ 67.00	\$ 39.91	\$ 106.91
86	Jamb up Weatherstrip Kit	\$ 23.28	\$ 34.92	\$ 58.20
87	Threshold & Door Shoe	\$ 38.75	\$ 62.19	\$ 100.94
88	Retractable Sweep	\$ 17.45	\$ 29.10	\$ 46.55
89	R & R keyed alike Lockset	\$ 25.60	\$ 45.75	\$ 71.35
90	Intentionally Left Blank			\$ -
91	R & R Solid Core Pre-Hung/Door Blank	\$ 267.79	\$ 405.00	\$ 672.79
92	R&R Pre-hung Door R-7	\$ 267.79	\$ 405.00	\$ 672.79
93	R&R Manufactured Home Door R-7	\$ 267.79	\$ 355.00	\$ 622.79
94	Intentionally Left Blank			\$ -
95	EPDM plus 3" Multi-Max or equivalent	\$ 2.05	\$ 4.80	\$ 6.85
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 2.54	\$ 3.32	\$ 5.86
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 2.57	\$ 3.68	\$ 6.25
98	R-21 Fiberglass Floor Blow	\$ 1.51	\$ 2.34	\$ 3.85
99	R-30 Fiberglass Floor Blow	\$ 1.65	\$ 2.48	\$ 4.13
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 0.98	\$ 1.65	\$ 2.63
101	Add Cold Air Return grille in furnace closet door	\$ 67.00	\$ 83.70	\$ 150.70
102	Seal Ducts Single Wide	\$ 235.00	\$ 335.87	\$ 570.87
103	Seal Ducts Double Wide	\$ 298.00	\$ 420.87	\$ 718.87
104	Seal branch duct connection (cut open where identified)	\$ 25.60	\$ 34.92	\$ 60.52
105	Replace existing crossover duct	\$ 12.60	\$ 17.50	\$ 30.10
106	Install Blue/Pink Board	\$ 1.20	\$ 1.95	\$ 3.15
107	Repair Belly Board	\$ 0.92	\$ 0.98	\$ 1.90
108	Insulate Water Heater Closet inc. Door	\$ 67.00	\$ 98.50	\$ 165.50
109	Insulate Water Heater Closet Door ONLY	\$ 32.50	\$ 32.80	\$ 65.30
110	Vinyl Replacement Window	\$ 19.75	\$ 23.23	\$ 42.98
111	Safety Glass	\$ 3.15	\$ 5.02	\$ 8.17
112	R & R Double Strength Glass, wood sash	\$ 11.06	\$ 14.82	\$ 25.88
113	R & R Glass Aluminum Sash	\$ 12.78	\$ 16.33	\$ 29.11
114	Intentionally left blank			\$ -
115	intentionally left blank			\$ -
116	Under cut door (per door)	\$ 48.35		\$ 48.35
117	Furnish & install by-pass grilles in door	\$ 25.35	\$ 34.95	\$ 60.30

118	Furnish & install by-pass grilles in wall	\$ 25.35	\$ 34.95	\$ 60.30
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 145.00	\$ 195.80	\$ 340.80
120	Add fresh air to return (1)	\$ 145.00	\$ 195.80	\$ 340.80
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 145.00	\$ 12.45	\$ 157.45
122	Lead Safe Weatherization, hourly labor rate	\$ 67.00		\$ 67.00

CCWX Request for Proposals #2017-18

5.5 References

Customer: William Hewitt

Address: 1745 NE Bryant St Portland, OR 97211

Email: None

Phone: 503-330-2399

Customer: Cheryl Griffin

Address: 5310 SE 109th Ave Portland, OR 97266

Email: None

Phone: 503-775-3998

Customer: Dan Gold

Address: 2145 SE 59th Ave Portland, OR 97215

Email: dan@newrootspdx.com

Phone: 503-956-9029

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Richart Family, Inc. for
Weatherization Major Measure Construction Services

Purpose / Outcome	To continue to increase energy efficiency to low-income client homes
Fiscal Impact	\$1,050,000 over a three (3) year per period
Funding Source	Department of Energy, Low-Income Energy Assistance Program, Energy Conservation Helping Oregonians, Bonneville Power Administration (USDOE) and leveraged private utility funds. No County General Funds are involved.
Duration	1-year contract with one (1) option to extend for an additional two (2) year period.
Strategic Plan Alignment	1. Provide energy efficiency services to lower-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes. 2. Ensure safe, healthy and secure communities
Previous Board Action	None
Contact Person	Jacque Meier, Weatherization Services Program Manager, (503) 650-3339, jacquemei@clackamas.us .

BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families. Work may include insulation, air sealing measures, furnace replacement, and window and door replacement.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

PROCUREMENT PROCESS

On October 31, 2017, a Request for Proposals to develop a qualified list of weatherization contractors was issued. The RFP closed on January 16, 2018, having received six (6) proposals. It was determined that all proposals meet the criteria outlined in the RFP and award was made to all six (6) Proposers.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board approve the agreement with Richart Family, Inc. to provide weatherization contracting services and delegate authority to the Department Director or Deputy Director to sign all documents necessary in the ongoing performance of this Contract.

Respectfully Submitted,

Richard Swift
Health, Housing, and Human Services Director

Placed on the _____ Agenda by the Procurement Division.

WEATHERIZATION SERVICES CONTRACT MAJOR MEASURE CONTRACTORS

This Weatherization Services Contract (this “Contract”) is entered into between **Richart Family, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific weatherization measures (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through **June 30, 2019**, with the option to renew for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed one million fifty thousand dollars (**\$1,050,000.00**). Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. Invoice for payment shall be based upon a successful final inspection. As a condition precedent to County’s obligation to pay, all invoices for payment shall be approved by the County.
- B. Contractor shall submit to the County an invoice for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally,

invoice for payment will be accepted only for measures that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments promptly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or

Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

- D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.167.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material

change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage's retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

- A. Change Order Process: Change orders can be initiated by either the County or the Contractor. Before any changes or alterations of the work order are started, Contractor or County shall request a written change order. This authorization can only be approved by County.
 - a. Contractor shall promptly notify County, in writing or as instructed by County, of any subsurface or latent physical conditions at the site or in an existing structure which differ from those measures indicated or referred to in the Work Order. County shall investigate the situation. If County finds that there are subsurface or latent physical conditions which differ from those intended in the Work Order and which could not reasonably have been anticipated by Contractor, a change order shall be issued incorporating the necessary revisions.

- b. County may authorize minor changes in the work that may involve an adjustment in the Work Order price or the work timeline, which are consistent with the overall intent of the Work Order. Such a change order shall be binding on both the County and the Contractor.

Additional work performed without authorization through a change order shall not entitle Contractor to an increase in job price or extension of work timeline.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section. Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the “Detailed Notice”) that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.
- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.

- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.
- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this

Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the “authorized representative/project manager,” or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of successful final inspection. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor's failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or work order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or work order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations

must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the “Certification Regarding Lobbying” form, and (ii) the “Disclosure of Lobbying Activities Form”, if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor’s other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature

Date

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Name / Title Printed

CCB License Number

Richard Swift, Director
Health, Housing and Human Services

Oregon Business Registry Number

Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name: _____

Representative Name and Title:

Signature:

Date:



REQUEST FOR PROPOSALS #2017-18

FOR

WEATHERIZATION MAJOR MEASURE CONTRACTORS

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Patricia Bride
Senior Procurement & Contract Analyst Sr.**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 9, 2017

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.....	October 11, 2017
Protest of Specifications Deadline.....	October 25, 2017, 2017, 5:00 PM, Pacific Time
Mandatory Pre-Proposal Conference.....	October 31, 2017, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 6, 2017, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2018

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List of Attachments:

- Attachment A – Site Built Sample Work Order
- Attachment B – Manufactured Home Sample Work Order
- Attachment C – Weatherization Major Measure List
- Attachment D – Clackamas County Install Expectations

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of its Community Solutions Division will receive sealed Proposals per specifications until **2:00 PM, November 6, 2017** (“Closing”), to provide private residence weatherization construction services. No Proposals will be received or considered after that time.

The resulting contracts from this RFP will have a term from the effective date through June 30, 2019, with an option to renew for two (2) additional years.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, **2051 Kaen Road, Oregon City, OR 97045**, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Division attention George Marlton, Director at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, 503-742-5447, pbride@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 bids from Minority, Women, Veteran, 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. 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 Response 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and 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 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 192.501(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 192.501(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 192.500(1). 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 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 listed in Section 6. 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 the Instructions to Proposers Section 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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).

2.23 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 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.

2.30 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 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 Department of Health, Housing and Human Services (“H3S”) seeks to increase the energy efficiency of low-income client homes. To achieve this goal, H3S is establishing a ranked list of contractors qualified to perform weatherization services in single family housing for eligible low-income families throughout Clackamas County (“County”).

3.2 BACKGROUND

The Community Solutions Division (“CSD”) of the County’s H3S has been delivering weatherization services for over 35 years. The mission of CSD is to enhance the quality of life for individuals and families.

The mission of the low-income Single-family weatherization program (“SFWP”) is to increase the livability of homes through specified installation methods adopted by the County. Weatherization services are provided to approximately 125 low-income households per year.

3.3. SPECIAL CONSIDERATIONS

It is the expectation of County and the weatherization program that:

- All residents receiving weatherization services will be treated with dignity and respect; and
- The SFWP serves to meet our stated goals of reducing household energy burden, provide safe and affordable housing in the community, and strengthening community support systems for vulnerable populations.

Weatherization Project Modeling, Master Grant Agreement, and Savings to Investment Ratio

All weatherization projects issued by the County are subject to rules and agreements between the County and the State of Oregon, as outlined in a Master Grant Agreement (“MGA”). This includes a listing of State and Federal funding guidelines and associated Health & Safety percentages; unit expenditure averages; and Savings to Investment Ratio (“SIR”) requirements. The County must follow these policies and procedures when determining which project to go forward with, and which weatherization measures may be completed within each project.

The County will provide a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit will be used along with utility usage, cost information, and funding availability to determine the measures that may be selected for this potential project. Using the process described within the contract, the best value and available Contractor will be selected for the project. At this time, "actual" cost information will be used from the Contractor price sheets to identify actual costs. If the costs identified from this individual Contractor make the proposed measures too expensive to be cost effective, the next appropriate Contractor in line will be awarded the project. The same process will be used until a Contractor can be selected that will meet the accepted limits. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.

Prices should be less than, or equal to the maximum price identified as allowable for the unique line items as shown in the Sample Work Order (“SWO”).

SCOPE OF WORK

3.3.1. Work Order Assignment

The County will develop WOs based on energy audits, and reserves the right to determine the number of items to be included in any individual WO. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.

Assuming that a Contractor is in good program standing and eligible to receive an award of work, a project will be awarded to the best value to the first available Contractor subject to the SIR requirements, work cap, bonding limitation and acceptance of the work.

In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard bidding specifications, the County may, at the County's sole discretion, request project specific pricing from all eligible Contractors. Such action will be for this specific WO only and will not result in the recalculation of the original proposer ranking.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs reaching 45 calendar days old or more may be put on restriction from receiving additional WOs issued by the County.

3.3.2 Work Assignments and Pre-Job Energy Audit

Actual work, if any, will be awarded as follows:

1. The County will perform a weatherization audit for each dwelling prior to assigning a work order ("WO").
2. The information collected from the audit will be used along with household utility usage, and cost information to determine the cost-effective measures that may be selected for this potential project.
3. The County will develop WO's and reserves the right to determine which weatherization measures are to be included in any individual WO.
4. Assuming that a Contractor is eligible to receive an award of work, a project will be awarded on best value to the first available Contractor subject to the work cap, bonding limitation and acceptance of the work.
5. If the costs identified, from an individual Contractor makes the proposed measures too expensive to be cost effective, the next best value and available Contractor in line will be selected for the project. The same standard WO will be applied to each subsequent selected contractor.
6. No weatherization project will be completed under this process that will violate funding rules or the MGA guidelines.
7. Only those Contractors who have submitted prices on all items in a specific WO will be considered for award of that WO.
8. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
9. In the event that a WO requires measures that are not included in existing pricing, or requires measures that vary from standard pricing specifications, the County may, at the County's sole discretion, request project specific pricing from eligible Contractors.
10. Contractors may receive WO's that do not require specialized certifications. WO's where governmental agencies require specialized certification, licensing, and/or completion of approved/required training prior to performance of unique work activities including, but not limited to, Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft. testing) the Contractor will only be assigned these unique work activities if all

governmental requirements are met and maintained as current by the Contractor. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level.

3.3.3 Work Cap

The County, at its sole discretion, may limit assigned work based on the bonding limitation of a Contractor. Once a WO has been completed and invoiced, the Contractor will be eligible for additional work. We understand that circumstances may arise that cause a Contractor to refuse WO's. A Contractor may refuse a WO for any reason, in which case it will be offered to the next best value and available Contractor until the work is awarded.

3.3.4 Target Population Served

The target populations to be served by this RFP are low-income households, living within the County. All households served will have qualified via the County's application process, been referred for audit from an approved County waiting list, and been audited by the County.

3.3.5 Geographic Borders / Limitations & Service Areas

Work may be assigned to awarded Contractors anywhere within the geographic borders of the County, regardless of where the awarded contractors' offices or employees are physically located.

3.3.6 Funding

CSD has budgeted an estimated \$1.2M annually, subject to change from one budget cycle to the next, for this program. Funding sources for the programs come from Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. Funding amount described in this solicitation is not guaranteed.

3.3.7 Technical Training

Periodically CSD, at its cost for the training (but not including Contractor labor costs), may make available training opportunities to Contractors and their staff. Such training may be a requirement for continued participation in the program based on Contractor performance.

3.4 Scope of Services

3.4.1 General Provisions

Services provided by the Contractor at the time a WO is issued shall conform to the current versions of the below specifications which may change from time to time, (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and Oregon Weatherization Assistance Plan for U.S. DOE) as a part of the RFP.

The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail, and that only material and workmanship of first quality are to be used.

It is understood that if any manufacturers' names, trade names, make, model, or catalog numbers are used in the specifications, they are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Equivalent / substitution items will be considered at the time of issuance of a WO or during the performance of work.

Items shall be new, current models of standard production, unless otherwise called for in the specifications or noted in the solicitation as a deviation or alternative, and shall be completely prepared for customer delivery and use through service by a factory franchised agent or dealer prior to delivery.

Item delivery shall include all pre-delivery inspection sheets, coupons, certificates, manuals, and warranty identification cards furnished to the trade in general, and all shall be properly completed and signed in agreement with industry standards.

All items of an electrical nature shall indicate the current UL listing, if any. In addition, any goods such as fire protection equipment, etc., or which there is a UL testing procedure, shall also include the UL listing, if any.

The Contractor 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 (4s 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.

Must be registered with the Federal System for Award Management and may not be disbarred from contracts from either the Federal Government or the State of Oregon.

Contractors will be required to notify the County within one (1) business day if/when they become disqualified from performing work on projects, and immediately stop all associated County work activity. Contractors shall not perform work identified in this RFP if they are disqualified from performing work on projects.

3.4.2 Price Escalation / De-Escalation

Prices will remain the same throughout the contract period, except that the County may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the CSD for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WO's. The Contractor will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractor will not be allowed to be changed for the first (1st) year of the executed contract.

3.4.3 Hazardous Materials

All materials that include solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled in agreement with Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z, et seq with product identifier, a signal word, hazard statements, precautionary statements, supplier identification, and pictograms. Those materials for which toxicological or hazard data are

unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."

All containers of materials subject to Oregon Administrative Rule (OAR) 437 Division 2 Subdivision Z et seq. Hazard Communication including, but not limited to: solvents, paints, cleaning agents, chemicals, reagents, or other hazardous materials shall be labeled with: the name(s) of the hazardous chemical(s), appropriate hazard warnings, and the name and address of the chemical manufacturer, importer, or other responsible party. Any materials for which toxicological or hazard data are unavailable shall not be used in any work resulting in contracts under this RFP. While Contractor is on-site at current work project, all copies of SDS must be kept in the contractor's work vehicle.

Materials exempted from the Hazard Communication labeling requirements must still be labeled according to regulations applicable to those materials. Examples include, but are not limited to, labeling requirements for pesticides and hazardous wastes. In summary, no container containing hazardous materials, or any substance that can be mistaken for a hazardous material, shall be unlabeled.

The County additionally adopts by Reference other safety and health codes referenced in OAR Chapter 437, including but not limited to: Code of Federal Regulations (CFR), Oregon Occupational Safety and Health Division (OR OSHA), Oregon Department of Consumer and Business Services, and others that address the safe handling and use of hazardous materials.

3.4.4 Disqualification

Should a Contractor become disqualified from performing work the Contractor is required to;

- Immediately stop all associated County work activity; and
- Notify CSD of disqualification / debarment, where the receipt of the notification from the Contractor is received by CSD within one (1) business day.

The System for Award Management ("SAM") identifies contractors that are debarred, while the Oregon Construction Contractors Board ("CCB") identifies contractor's license status, such as Active, or Suspended.

3.4.4.1 Oregon Construction Contractors Board (CCB) Licensing / Endorsements / Disqualification

Oregon law requires anyone who works for compensation in any construction activity involving improvements to real property to be licensed with the CCB. This includes roofing, siding, painting, carpentry, concrete, on-site appliance repair, heating and air conditioning, home inspections, tree service, plumbing, electrical, floor covering, manufactured dwelling installation, land development, and most other construction and repair services. The CCB requires that all Contractor license status be in "Active" status to submit bids and to start/complete work. A contractor becomes disqualified to perform work when their status becomes other than "Active."

Special Certifications/Licenses/Endorsements

In addition to a CCB license, by law individuals or businesses performing specific work may be required to have special individual or business certifications, licenses, and /or endorsements. The new licensing endorsement system distinguishes between residential contractors and commercial contractors. Some contractors may be required to have a dual endorsement.

See: <http://www.oregon.gov/CCB/board.shtml>

3.4.4.2 SAM - Debarment

The County will incorporate the standards held by SAM regarding contractor debarment. When a contractor becomes debarred, the Contractor will lose the ability to be awarded future WOs under this RFP throughout the life of the procurement and resulting contract. For additional information visit the

website at www.sam.gov. Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

3.4.5 Lead Safe Weatherization

The County has the expectation that all weatherization work performed on pre-1978 housing be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the United States Department of Energy. See the current version of the Oregon Weatherization State Plan for U.S. DOE, Appendix D – Health & Safety Plan, Lead-Based Paint for containment information.

http://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx

It is the Contractor’s responsibility to ensure that all their current work products and operations reflect the currently issued (at the time of a WO assignment to a contractor) DOE Oregon State Plan

All Contractors, and their personnel who will be working on County contracted job sites are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related WO in complexes or homes built before 1978. For awarded Contractors, proof of Lead Renovation, Repair and Painting Rule (“LRRP”) certification *must* be submitted to the County prior to contract execution. No WOs will be assigned regardless of the date a home or complex was built until such time as the Lead Safe Practices certification is submitted and approved.

In the event that program standards for Lead Safe Practices should change, contractors shall be given 30 days from date of notification to comply with new standards. If a Contractor fails to comply within the allocated time, no new WOs shall be issued until the standards are met.

Information regarding Certification may be obtained from the Oregon Remodelers Association:
www.oregonremodelers.org

3.4.6 Required Contractor Workshop Training

All awarded contractors are required to attend and complete a vendor workshop training prior to being eligible to receive any County issued WO(s). This workshop will cover the following:

- County Weatherization Program Overview;
- Staff Contacts and Roles;
- Work Order Process and Change Orders;
- Inspections and Project Expectations; and
- Billing, Invoices and Payments.

All successful contractors are required to have at least one (1) currently employed person on their staff that has attended and completed this workshop. Additionally, this training workshop is also recommended for those who handle work flow, invoices, payments, crew leaders and supervisors. Contractors will attend at their own cost. Contractors are required to notify the CSD within 30 calendar days when / if they no longer have employed within their company a person that has completed the vendor workshop training. Additional information regarding the workshop will be emailed to all contractors upon contract award.

3.4.7 Specifications – Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (“OWAP”), which may be updated from time to time and can be located at:

http://www.oregon.gov/ohcs/Pages/weatherization_training_manuals.aspx

All work shall be completed in compliance with, the then current versions of the OWAP, hereby incorporated by reference. It is the contractor's responsibility to ensure that all their current work products and operations reflect the currently issued version (at the time of a WO assignment to a contractor).

Within the short descriptions contained in this Major Measure Price Sheet ("MMPS"), various specification descriptions and numbers are included for Contractors convenience only. Contractors are responsible for delivering the work in compliance with the full requirements of the OWAP.

In the event that program standards (e.g., Clackamas County Install Expectations) exceed requirements outlined in the OWAP, the higher standard shall be used.

In the event that OWAP is updated during the time a WO is in effect, Contractor shall be required to comply with the new standards.

3.4.8 Warranty Policy

Contractors shall furnish warranty in agreement with and as called for in the specifications. In addition, the warranty shall include the following:

There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Any extended warranty period customarily granted shall be made available to County at no additional cost.

County shall be advised of all product recall on all or any part of the item, at no additional cost. All product recall information, replacement parts and labor, shall be provided to the County as soon as available to dealer.

3.4.9 Use of Recycled Materials

Proposers shall use recyclable products which contain recycled content to the maximum extent economically feasible in the performance of the contract set forth in this document, where it does not jeopardize the health, safety, or the integrity of the quality materials used, the quality of installation, or the performance of the materials. In all instances, minimum requirements are set forth in the OWAP.

3.4.10 Major Measure Items

Located in the Attachment - C Weatherization Major Measure List are brief excerpts from the technical specifications / descriptions for each measure item that may be included in a WO.

3.4.11 Performance Measures and Performance Reporting

All work is subject to inspection and acceptance by the County prior to sign off and completion. County reserves the right to inspect any work at any time.

All Contractors' **performance will be monitored for quality, timeliness, and adherence to applicable Clackamas County billing/invoice procedures and requirements**, as outlined the Required Contractor Workshop Training class, and resulting executed contract(s) from this solicitation. Weatherization measures shall be installed in accordance to the specifications cited in the OWAP, United States Department of Housing and Urban Development (HUD) code (if applicable), and all applicable Oregon state codes and federal regulations, which may include the most recent versions of the Uniform Building Code (UBC) and the National Electric Code (NEC) and Uniform Mechanical Code (UMC).

Where State and local codes or specification regulations are in conflict, the most stringent requirement shall apply. When state and local codes are less restrictive, Oregon Housing and Community Services (OHCS) may approve their use in lieu of these specifications. Such approval shall be requested and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specifications, codes or regulations; the County shall consult OHCS to determine appropriate action consistent with the codes, regulations and these specifications.

Contractors may refuse a WO, but refusing three (3) or more WOs within twelve (12) consecutive months may result in the County restricting the Contractor from being assigned WO(s) for six (6) consecutive months. Each Contractor will be expected to follow the procedures outlined in the required pre-contract training. Payments by the County may be withheld if these procedures are not followed, or delayed until the awarded Contractor appropriately corrects invoice(s) meeting County's protocols and requirements. The County reserves the right to require awarded vendors to re-attend subsequent training at their own cost, when the Contractor demonstrates their lack of following prescribed protocols and / or requirements.

Each accepted WO must be completed by the awarded Contractor within 45 calendar days from acceptance of WO. If a WO falls outside of this timeframe, the Contractor may be placed on restriction and not assigned new WOs until the currently open WO has been completed and approved by the County. Each return inspection after the initial failure may be subject to an inspection charge applied by the County to the contractor. The charge to the Contractor will be \$125 for the first return inspection, and \$100 for each subsequent (following) return inspection. Contractors will amend their invoice, noting the appropriate charges. Upon the fourth failure of the same project, the Contractor may be placed on restriction, until such time as the job is completed satisfactorily.

3.4.12 Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2019**, with an option to review for two (2) additional years. At the end of the initial term of the contract, the County, at its sole discretion, can extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial 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 Qualifications	0-20
Sample Work Orders	0-45
Fees	0-30
References	0-05
Available points	0-100

- 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. An original (clearly indicated) and **six (6)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division
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.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Describe your experience with OWAP for the installation of approved weatherization materials.
- Credentials/experience of key individuals that would be assigned to this project. Must identify designated crew leader that will lead on-site work.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Number of years' experience providing energy upgrades.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Provide the below information, copies provided where appropriate
 - Oregon CCB License
 - Sam.gov/DUNS Number
 - CCB Lead Based Paint Renovation Contractors License Number
 - LEAD renovators certifications
 - Employer Identification Number
 - Other appropriate licenses (specify)
- Describe firm's standard mobilization time from the time of issuance of a WO.
- Describe composition and number of crews available for work.
- Describe how your firm will provide for trade related work (i.e., in house or subcontracted).
- Describe project understanding and approach.

5.4. Fees - Complete the Single Family Weatherization Major Measure Price Sheet

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: _____
(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.

Contractor, 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 _____

Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 6
SAMPLE CONTRACT FORM

WEATHERIZATION CONSTRUCTION CONTRACT

This Weatherization Construction Contract (this “Contract”) is entered into between **XXXXXXXXXX** (“Contractor”) and Clackamas County (“County”) to provide weatherization construction services for the Community Solutions Division.

Section 1. Purpose: The purpose of this Contract is to outline the terms and conditions for all specific project work orders (“Work Orders”) that are issued to Contractor throughout the term of this Contract. Each Work Order shall detail the specific material, labor, and services (“Work”) to be provided by the Contractor (“Project”).

Section 2. Effective Dates: This Contract shall become effective upon signature of both parties and shall continue through June 30, 2019, with the option to extend for an additional two (2) year period if agreed to by the parties. In the event completion of a Work Order falls beyond the expiration of the Contract, such Work Order shall remain in full force and effect under the terms of this Contract until the completion of the Work Order. Time is of the essence for this Contract. Contractor shall ensure that it meets the Key Dates identified in each Work Order.

“Substantial Completion” means the date when County accepts in writing the construction, alteration or repair of the improvements to real property constituting the Work, as defined in the Work Order or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purposes. “Final Completion” means the final completion of all requirements under the Contract, including Contract closeout but excluding warranty work (as described in Section 36).

Section 3. Contract Documents: This Contract consists of the following documents, hereby incorporated by reference, and are listed in descending order of precedence.

- A. Any issued Work Order*
- B. This Contract;
- C. Request for Proposals #2017-18 – Weatherization Major Measure Contractors (“RFP”) and any attachments and addenda thereto;
- D. Contractor’s Proposal in response to the RFP.

* Work Orders will be comprised of a County Purchase Order that will at a minimum include a description of the Work, the not to exceed compensation, Key Dates, and the detailed specifications and other project related information that pertains to the specific project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Section 4. Consideration: This Contract is a requirements contract, whereby the County makes no guarantee of any amount of consideration to be paid to Contractor. The maximum amount of consideration that may be paid by County under this Contract shall not exceed \$XXXX. Contractor shall only be compensated on a firm, fixed-price for a specific project as outlined in each Work Order, and in accordance with the requirements of this Contract for the performance all Work described and reasonably inferred from the Contract Documents.

Section 5. Contract Payments:

- A. County shall make progress payments on the Contract monthly as Work progresses. Application for payment shall be based upon the percentage of the Work that has been completed. As a condition precedent to County’s obligation to pay, all applications for payment shall be approved by the County. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

- B. Contractor shall submit to the County an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to subcontractors. Generally, application for payment will be accepted only for materials that have been installed. The County 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 County's opinion to protect the County 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) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (c) damage to the Work, County, Worksite Owner or another contractor; (d) reasonable evidence that the Work will not be completed within the identified Key Dates, and that the unpaid balance would not be adequate to cover actual damages for the anticipated delay; or (e) failure to carry out the Work in accordance with the Contract Documents.

Section 6. Permits-Licenses-Safety: The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work as required by the County. In the performance of the Work to be done under this Contract, the Contractor shall use every reasonable and practicable means to avoid damage to property and injury to persons. The Contractor shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the Contractor under this Section shall cease upon the Work being accepted as complete by the County, excepting therefrom any claims, failures, or challenges delivered to Contractor prior to acceptance.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the Contractor by this Contract shall vest in and become the property of the residential property owner where the Work is being performed ("Worksite Owner") at the time such are tendered by the Contractor and accepted by the County and Worksite Owner. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so proposed by the Contractor for acceptance.

Section 8. Responsibility for Work: The Contractor shall be responsible for any injury or damage to the Work or to any part thereof by action of the elements, or from any cause whatsoever, and the Contractor shall make good all injuries or damages to any portion of the Work. This responsibility shall cease upon acceptance by the County and the Worksite Owner, excepting therefrom any hidden defects, or Work failures during the warranty period as defined below.

Section 9. Final Inspection: The County shall make final inspection of Work done by the Contractor within 10 days after written notification to the County by the Contractor that the Work is completed. If the Work is not acceptable to the County, the County shall so advise the Contractor in writing as to the particular defects to be remedied before final acceptance by the County can be made.

Section 10. Emergency Conditions-Suspension of Activities: The County shall have the authority to suspend, wholly or in part, the activities of the Contractor and contractors and subcontractors of the Contractor under this Contract for such period or periods of time as the County may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

Section 11. Other Payments, Contributions and Liens: Contractor shall:

- A. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for under the Contract Documents.
- B. Pay all contributions or amounts due the State 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 the County or the Worksite Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against County, or assign any sums due by County, to Subcontractors, suppliers, or manufacturers, or Worksite Owner, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the County or the Worksite Owner.

D. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

Section 12. Medical Care: The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 13. Labor Laws Contractor shall comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279B.020 and ORS 279B.235 as well as federal requirements including, but not limited to 40 U.S.C 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5) 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.

Section 14. Responsibility for Damages and Indemnity: Contractor shall be responsible for all damage to property, injury to persons, and lose, 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, or employees. The Contractor agrees to indemnify, hold harmless and defend the Worksite Owner and the County, and its officers, elected officials, 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.

Section 15. Insurance: Contractor shall be required to provide proof of the following insurance requirements:

- A. **Commercial General Liability:** The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the Worksite Owner and 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 in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the Worksite Owner and 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. If the Contractor's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance shall include the Worksite Owner and the County, its agents, officers, elected officials and employees as additional insureds. Contractor shall provide proof of the required insurance policies. Use Form CG 20 10 or its equivalent. Such insurance shall provide thirty (30) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the Worksite Owner and County. Any insurance or self- insurance maintained by the Worksite Owner or 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 the coverage’s retroactive date is on or before the effective date of this Contract.

This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

- F. The 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 in writing.

Section 16. Extension of Time: An extension of time on this Contract may be made by the County only upon written request from the Contractor and with the written consent of the surety of the Contractor. Such extension will be granted only upon a showing by the Contractor that the failure to perform this Contract within the specified period was due to causes beyond the control of the Contractor and without fault or negligence of the Contractor. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the Contractor from completing this Contract within the specified time. Such change shall constitute an authorized amendment of the Key Date(s).

Section 17. Alterations in Details: The County reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided however*, such changes or alterations shall not change the character of the Work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract and the Contractor agrees to do the Work as changed or altered as if it had been a part of the original Contract.

Section 18. Adjustment of Contract: Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the Contractor or County, and in no way connected with negligent acts or omissions of the Contractor or the representatives, employees or contractors of the Contractor. Contractor shall have an obligation to undertake such reasonable measures as necessary to mitigate any damages that could arise from such an event. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided however*, that any loss or cost to third parties is in no way recoverable from the County through action or otherwise by third parties, and *provided further*, the Contractor make written application to the County within 30 days after the event.

Section 19. Claims Review Process: A “Claim” means a demand by Contractor pursuant to this Section for review of the denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, submitted in accordance with the requirements and within the time limits established for review of Claims in this Section.

- A. All Contractor Claims shall be referred to the County for review. Contractor’s Claims, including Claims for adjustments to compensation or Contract Time, shall be submitted in writing by Contractor to the County within five (5) Days after a denial of Contractor’s initial request for an adjustment of Contract terms, payment of money, extension of Key Dates or other relief, provided that such initial request has been submitted in accordance with the requirements and within the time limits established in this Section.

Within thirty (30) Days after the initial Claim, Contractor shall submit to the County a complete and detailed description of the Claim (the "Detailed Notice") that includes all information required by Section 19.B. Unless the Claim is made in accordance with these time requirements, it shall be waived by Contractor.

- B. The Detailed Notice of the Claim shall be submitted in writing by Contractor and shall include 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 Key Dates 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 County. The County will not consider direct claims from subcontractors, suppliers, manufacturers, or others not a party to this 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 County.
- C. The County 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 County 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) based on principles of equitable adjustment, recommend approval of all or part of the Claim; or (5) propose an alternate resolution.
- D. The County's decision shall be final and binding on the Contractor unless appealed by written notice to the County 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 County shall review the materials and render a decision within thirty (30) Days after receiving the appeal documents.
- E. The decision of the County shall be final and binding unless the Contractor delivers to the County its request for mediation, which shall be a non-binding process, within fifteen (15) Days of the date of the County's decision. The mediation process will be considered to have commenced as of the date the Contractor delivers the request. Both parties acknowledge and agree that participation in mediation is a prerequisite to commencement of litigation of any disputes relating to the Contract. Both parties further agree to exercise their best efforts in good faith to resolve all disputes within sixty (60) Days of the commencement of the mediation through the mediation process set forth herein.

In the event that a lawsuit must be filed within this sixty (60) Day period in order to preserve a cause of action, the parties agree that, notwithstanding the filing, they shall proceed diligently with the mediation to its conclusion prior to actively prosecuting the lawsuit, and shall seek from the Court in which the lawsuit is pending such stays or extensions, including the filing of an answer, as may be necessary to facilitate the mediation process. Further, in the event settlements are reached on any issues through mediation, the plaintiff shall promptly cause to be entered by the Court a stipulated general judgment of dismissal with prejudice, or other appropriate order limiting the scope of litigation as provided in the settlement.

- F. Should the parties arrive at an impasse regarding any Claims or disputed Claims, it is agreed that the parties shall participate in mediation as specified in Section 19.E. The mediation process will be considered to have been commenced as of the date one party delivers to the other its request in writing to mediate. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party shall pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the County and the Contractor. The schedule, time and place for mediation will be

mutually acceptable, or, failing mutual agreement, shall be as established by the mediator. The parties agree to comply with County's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules. In any event, the parties shall not subpoena the mediator or otherwise require the mediator to produce records, notes or work product, or to testify in any future proceedings as to information disclosed or representations made in the course of mediation, except to the extent disclosure is required by law.

- G. Unless otherwise directed by the County, the 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 County, 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 County.

Section 20. Violations, Suspension and Cancellation: If the Contractor violates any of the provisions of this Contract, the County, may, after giving written notice, suspend any further operations of the Contractor under this Contract, except such operations as may be necessary to remedy any violations. If the Contractor fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this Section, the County may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the County by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds, or any other remedy available at law or equity.

Section 21. Subcontracting: It is understood and agreed that if all or any part of the Work to be done under this Contract is subcontracted, such subcontracting done by the Contractor or otherwise shall in no way relieve the Contractor of any responsibility under this Contract. The Contractor shall notify the County, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the Work to be done under this Contract.

Section 22. Assignment of Contract: The Contractor agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, by operation of law or otherwise, or the power of the Contractor to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the County.

Section 23. Notices: Any written notice to the Contractor which may be required under this Contract to be served on the Contractor by the County may be served by personal delivery to the Contractor or the designated representative or representatives of the Contractor, or by mailing the notice to the address of the Contractor as such is given in the Contract, or by leaving the notice at said address. Should the Contractor be required to notify the County concerning the progress of the work to be done, or concerning any matter or complaint which the Contractor may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the County in person or mailed to the County.

Section 24. Authorized Representative: During any period of operations or activity on the Project, and during any period of doing the Work required by this Contract on location, the Contractor shall have a designated representative or representatives available to the County on the area or Work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the Contractor any notice or instructions from the County and to take such action as may be required in regard to performance of the Contractor under this Contract. The County shall designate to the Contractor, the "authorized representative/project manager," or his or her designee, as authorized field representative who shall be authorized to receive notices, inspect progress of Work, and issue instructions in regard to performance under the terms of this Contract.

Section 25. Inspection: The County, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and Work locations of the Contractor, and shall be furnished such information and assistance by the Contractor, or the designated representative or representatives of the Contractor, as may be required to make a complete and detailed inspection.

Section 26. Removal of Equipment and Materials: It is understood and agreed that the Contractor, upon completion of the requirements of this Contract, is to promptly remove from the Work location, all equipment, materials and other property the Contractor has placed or caused to be placed thereon that is not to become the property of the Worksite Owner. It is further understood and agreed that any such equipment, materials and other property that are not removed within seven (7) calendar days after Final Completion, or within such longer time as may be agreed upon in writing between the Contractor and the County, shall automatically and without need of further action become the property of the County and may be used or otherwise disposed of by the County without obligation to the Contractor or to any party to whom the Contractor may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this Section shall be construed as relieving the Contractor from an obligation to clean up, remove and dispose of all debris, waste materials, and such, in accord with other provisions of the Contract.

Section 27. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, other County elected officials, officers, agents, employees, or the County's authorized representatives, either personally or as public officials and employees; it always being understood that in such matters said person is acting as an agent and/or representative of the County.

Section 28. Laws, Regulations and Orders, and Tax Law Covenant: The Contractor at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the Contractor under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the Contractor.

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.

Section 29. Termination: This Contract may be terminated for the following reasons: (A) This Contract may be terminated by the County for convenience upon ten (10) days' written notice to the Contractor; (B) County may terminate this Contract effective immediately 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 is 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.

Section 30. Description of a Contractor: The Contractor is engaged hereby as an independent Contractor and will be so deemed for purposes of the following:

- 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 County employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System).
- C. The Contractor certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

Section 31. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 32. 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. The United States Government, the State of Oregon, and 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 three (3) 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.

Section 33. 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.

Section 34. Hazard Communication: Contractor shall notify County prior to using products containing hazardous chemicals to which County employees or the Worksite Owner may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

Section 35. Intended Third Party Beneficiaries: Although County and Contractor are the only parties to this Contract, the Worksite Owner (each property owner for each residential location under the Project) is an intended third party beneficiaries and shall be entitled to rely upon and directly enforce the terms of this Contract.

Section 36. Warranty: Contractor warrants to County and the Worksite 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 not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents for a period of one year following the date of Substantial Completion, and successful final inspection. In addition to Contractor’s warranty, manufacturer’s warranties shall pass to the Worksite Owner and shall not take effect until such portion of the Work covered by the applicable warranty has been accepted in writing by the County. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Section 37. 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.

By signature below, the parties to this contract agree to the terms, conditions, and content expressed herein effective upon the date of the last signature below.

Section 38. Liquidated Damages: It is imperative that the Work in this Contract reach Substantial Completion by the Key Date indicated in the Work Order, to ensure that the Worksite Owner shall be able to fully occupy the premises free and clear without disturbance. It is understood that the Work on the premises creates a substantial disruption of the use of the premises. The Contractor represents and agrees to the Substantial Completion date, and it has taken into account in its acceptance of the Work Order the requirements of the Contract Documents, the location, the time allowed for the Work, local conditions, availability of materials, equipment, and labor, and any other factor which may affect performance of the Work.

If the Contractor fails to achieve Substantial Completion as specified above, then the Contractor and County agree that it would be extremely difficult to ascertain the damages incurred by the County and Worksite Owner for the Contractor’s failure. Therefore, the County and the Contractor agree that in lieu of actual damages for delay, the Contractor shall reimburse County a stipulated sum as identified in the below table. The Contractor further agrees the stipulated sum is not a penalty.

Days Post Substantial Completion Date	Stipulated Sum
1-7 calendar days	\$100.00 each calendar day
7-15 calendar days	\$200.00 each calendar day
15-21 calendar days	\$300.00 each calendar day

Section 39. Federal Assurances

A. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Clean Air Act.** During the performance of this Contract, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (422 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

C. **Byrd Anti-Lobbying.** Pursuant 22 CFR Part 227, Contractor agrees to: a) sign and submit to the County (i) upon signing of this Contract, the required certification that it has not used and will not use federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (b) require that all subcontractors to sign the Certification Regarding Lobbying and submit to the County prior to any work commencing by the subcontractor.

Section 40. Survival: All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

Contractor

Clackamas County

Authorized Signature Date

Richard Swift, Director Date

Name / Title Printed

APPROVED AS TO FORM

CCB License Number

Oregon Business Registry Number

County Counsel Date

Entity Type / State of Formation



CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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.

(3) 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.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certification

Contractor Name:

Representative Name and Title:

Signature:

Date:

ATTACHMENT A SITE BUILD SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each			-	-
7	Seal Plumbing Penetrations	1	each			-	-
86	Jamb Up Weatherstrip Kit	2	each			-	-

Your total for these Infiltration line items should be equal to or below \$950

- <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft			-	-
10	R27 Blown-in Fiberglass	468	sq ft			-	-
24	Roof Vent with 92 NFA	4	each			-	-

Your total for these Ceiling line items should be equal to or below \$1,700

- <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft			-	-
31	Repair or Replace Knee Wall Access Door	2	each			-	-
63	R13 Blown-in Cellulose High Density	1262	sq ft			-	-
67	R&R Shakes	108	sq ft			-	-
68	R&R Wood Siding	1154	sq ft			-	-
123	Lead Safe Weatherization, hourly labor rate	8	hr			-	-

Your total for these Wall line items should be equal to or below \$4,250

- <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft			-	-
44	Extra fee: Floor with Ducts	796	sq ft			-	-

Your total for these Floor line items should be equal to or below \$1,800

- <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft			-	-
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft			-	-

Your total for these Duct Insulation line items should be equal to or below \$1,000

- <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system			-	-
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Your total Duct Sealing line items should be equal to or below \$800

- <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each			-	-
83.1	Install New Kitchen Range Hood Fan	1	each			-	-
84	Furnish & Install Dryer Vent	1	each			-	-
116	Undercut Door (per door)	3	each			-	-

Your total for Health & Safety line items

- <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" - \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE			
Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L & M	
FLOOR MEASURE							
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft			0.00	0.00
							<\$4,500 Maximum Budget for Floor measure
DUCT SEALING MEASURE							
100	Seal Ducts of a Single Wide MH	1	system			0.00	0.00
							<\$1,000 Maximum Budget for Duct Sealing measure
WINDOW MEASURE							
111	Vinyl Replacement Window	141	sq ft			0.00	0.00
123	Lead Safe Weatherization (hrly rate)	10	hr			0.00	0.00
							<\$6,900 Maximum Budget for Window measures
Grand Total Of 3 "Bundles"							0.00 \$12,400 Maximum Budget for All Measures

Your total for this Floor line item should be equal to or below \$4,500

Your total for this Duct Seal line item should be equal to or below \$1,000

Your total for these Windows line items should be equal to or below \$6,900

**ATTACHMENT C
WEATHERIZATION MAJOR MEASURE LIST**

RFP 2017-18 SingleFamily Weatherization Major Measure Price Sheet				
		Vendor Name:		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material			
1	Hourly Rate			
2	Post Blower Door Operations.			
3	Blower Door Directed Air-Sealing			
4	2- part Polyurethane foam system			
5	Sheetrock			
6	Seal Chimney Chaseway (basement & attic)			
7	Seal interior plumbing penetrations			
8	Attic Heat Producing Fixtures			
8.1	R-49 Blown-in Fiberglass			
9	R-38 Blown-in Fiberglass			
10	R-27 Blown-in Fiberglass			
11	R-19 Blown-in Fiberglass			
12	R-38 Blown-in Cellulose			
12-1	R-49 Blown-in Cellulose			
13	R-27 Blown-in Cellulose			
14	R-19 Blown-in Cellulose			
15	Drill & Fill or Pull Boards (Labor only, material separate)			
16	Knee Wall/Pony Wall/Rim Joist Blocks			
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation			
18	R-21 Kraft-faced Fiberglass			
19	Tyvek/FSK/Equivalent			
20	Twine only			
21	R-13 Blown- in Fiberglass Insulation			
22	R-15 Kraft-faced Fiberglass batt			
23	Roof Vent 50 NFA			
24	Roof Vent 92 NFA			
25	Gable Vent			
26	Soffit Vent or Freeze block Vent			
27	Repair &/or Replace Flat Access Door			
28	Cut & Make New Operable Flat Attic Access			
30	Wx & Insulate Existing Flat Attic Access			
31	Repair &/or Replace Knee-wall Access Door			
32	Cut & Make Operable Knee-wall Access			
33	Cut in & Make inoperable Knee-wall Access			
34	Wx & Insulate Existing Knee-wall Access			

35	Install New Ground Cover			
36	Water Pipe Insulation			
38	Add R-11 Unfaced Fiberglass Batts to existing insulation			
40	R-25 Faced Fiberglass Batts			
41	R-30 Faced Fiberglass Batts			
42	R-25 Fiberglass Floor Blow (Site built)			
43	R-30 Fiberglass Floor Blow (Site built)			
44	Floor with Ducts (additional labor only)			
46	Twine Floor only			
47	Irregular Joist Space (additional labor only)			
48	Low-Clearance (additional labor only)			
49	Air Barrier			
50	16 x 8 Vent in Wood/rescreen existing			
51	Intentionally left blank			
52	R-11 Vinyl Faced Fiberglass			
53	Intentionally left blank			
54	R-19 Vinyl Faced Fiberglass			
55	Intentionally Left Blank			
56	Duct Seal Entire System (site-built homes)			
57	2x4 R-13 Cellulose High Density			
58	2x6 R-25 Cellulose High Density			
59	2x8 R-30 Cellulose High Density			
60	2x10 R-38 Cellulose High Density			
61	2x12 R-44 Cellulose High Density			
62	R-13 Fiberglass			
63	R-13 Cellulose High Density			
64	Install Cellulose Insulation in wall cavities, not high density			
65	Cellulose Dense Pack in wall cavities where insulation already exists			
66	R-13 High Density Fiberglass			
67	R & R Shake Siding			
68	R & R Wood Siding			
69	R & R Vinyl Siding			
70	R & R Metal/Aluminum Siding			
71	R & R Asbestos Siding			
72	R & R Blind-Nailed Asbestos Siding			
73	R & R Asphalt Siding			
74	Access Drill and Fill			
75	Intentionally left blank			
76	Drill and Fill Stucco Siding			
77	Drill & Fill, access through interior walls			
78	Batt & cover open bump out			
79	Block & Blow Closed Bump Out			
80	Remove & Replace Existing Bath Fan			

81	Vent Existing Bath Fan			
82	Remove & Replace Existing Kitchen Fan			
83	Vent Existing Kitchen Fan			
83.1	Install New Kitchen Range Hood			
83.2	Install a Humidistat Timer Switch			
83.3	Install a Bath Fan Switch/Delay/Ventilation Controller			
83.4	Install New Bath Fan			
84	Furnish and Install Dryer Vent			
85	Fresh Air 80			
86	Jamb up Weatherstrip Kit			
87	Threshold & Door Shoe			
88	Retractable Sweep			
89	R & R keyed alike Lockset			
90	Intentionally Left Blank			
91	R & R Solid Core Pre-Hung/Door Blank			
92	R&R Pre-hung Door R-7			
93	R&R Manufactured Home Door R-7			
94	Intentionally Left Blank			
95	EPDM plus 3" Multi-Max or equivalent			
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow			
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)			
98	R-21 Fiberglass Floor Blow			
99	R-30 Fiberglass Floor Blow			
100	R-25 Fiberglass Floor Blow, add rodent barrier			
101	Add Cold Air Return grille in furnace closet door			
102	Seal Ducts Single Wide			
103	Seal Ducts Double Wide			
104	Seal branch duct connection (cut open where identified)			
105	Replace existing crossover duct			
106	Install Blue/Pink Board			
107	Repair Belly Board			
108	Insulate Water Heater Closet inc. Door			
109	Insulate Water Heater Closet Door ONLY			
110	Vinyl Replacement Window			
111	Safety Glass			
112	R & R Double Strength Glass, wood sash			
113	R & R Glass Aluminum Sash			
114	Intentionally left blank			
115	intentionally left blank			
116	Under cut door (per door)			
117	Furnish & install by-pass grilles in door			

118	Furnish & install by-pass grilles in wall			
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)			
120	Add fresh air to return (1)			
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets			
122	Lead Safe Weatherization, hourly labor rate			

ATTACHMENT D
CLACKAMAS COUNTY INSTALL EXPECTATIONS

CLACKAMAS COUNTY WEATHERIZATION REQUIRED
MEASURE INSTALL EXPECTATIONS

1. Contractor is required to notify CCWX no more than 1 ½ hour after arriving on job site to confirm all the plumbing, electrical, phone (etc.) is free of leaks and working and that the job is cleared to proceed. Failure to notify the county of any findings at that time will then be the contractor's responsibility to repair.
2. All pre-1978 dwellings require delivery of a "Renovate Right Pamphlet" and you must obtain a "Renovate Right Receipt" signed and dated by the customer, no more than 60 days prior to the start of job, and no less than 7 days prior to the start of work. If mailed, you must send it via certified mail, no less than 7 days before the start of the job. (we will require the signed and dated receipt)
3. Cover inspections are mandatory. All measures and prep work that will be covered must pass a cover inspection before completing the measure (duct sealing, exhaust vent pipe including dryer vent pipe, floor penetrations, attic penetrations, wall penetrations etc...). We want to see it before you cover it.
4. When supporting batt insulation with twine (floor, wall, ducting, water pipe etc...). The twine must be tied off at all start and end points.
5. In mobile homes with soft drop or paper rodent barrier, belly patching is to be stapled using an outward clinch stapler at a minimum 2" (inches) apart around the entire perimeter of patch and covered with mastic. (patch must not bend, sag, or move once installed)
6. **All** recessed light fixtures are to be boxed in with an air tight rigid barrier enclosure (such as sheet rock; minimum 5/8") as part of the attic infiltration measure.
7. Flag all J-boxes and install insulation depth markers every 300 sq. ft.
8. All exhaust fan vent pipes are to be insulated with R-11 batt insulation and secured with twine.
9. Exhaust vent screen openings are to be no smaller than ¼" and not larger than ½".
10. Sheet metal patches on mobile home roofs are to be sealed and secured to the existing roof before installing insulation board.

11. When installing Mobile Home Exterior Roof Insulation; only one (1) rubber membrane is to be used on single wide and two (2) rubber membranes on double wide mobile home is to be used. No patching pieces together.
12. Only metal sweeps secured with screws are allowed for mobile home duct end blocking.
13. Allow time for mastic to dry before reinstalling duct registers.
14. Only metal ducting is to be used when replacing mobile home cross over duct unless otherwise specified in the scope of work
15. **Existing flex ducting;** the inner sleeve of flex ducting is to be sealed with mastic to the hard pipe connections and secured with a tie-strap. Then also secure the outer sleeve to hard pipe connection.
16. Condensation Lines in crawlspace (both site-built and mobile homes) will be extended to the outside.
17. No changes or variations will be made to the scope of work or dwelling without obtaining prior approval from CCWX.
18. ALL DOCUMENTS GENERATED AT CCWX NEED TO BE REVIEWED, SIGNED, AND RETURNED WITHIN FIVE BUSINESS DAYS.

ORIGINAL

Clackamas County RFP#2017-18 Weatherization Major Measure Contractor Narrative

5.2 General Background and Qualifications:

- RFI was established as a licensed General Contractor in the State of Oregon in 1986 and in Washington State in 1981. Our weatherization department specializes in single and multi-family Weatherization Assistance Programs (WAP) work in Washington and Oregon. We do not distract our mission in this department by taking on new construction insulation or other types of weatherization work. This narrow focus and specialization sets us apart from other companies as we remain committed to the high standards and specialized service WAP programs require.
- Our experience in WAP/OWAP contracts include contracts for single family site built, mobile home, and multi-family weatherization work with the following agencies over our history; *Clackamas County Oregon, Clark County, Multnomah County Oregon, Lower Columbia in Longview, King County Housing Authority, City of Seattle, Opportunity Industrialization Center in Yakima, Northwest Community Action Center in Toppenish, Coastal Cap of Aberdeen WA, Oly-Cap of Port Angeles WA, Hope Source of Ellensburg WA, CAC of Whitman County WA, WAGAP, Washington Department of Commerce, CAO of Washington County Oregon, Neighbor Impact of central Oregon.* In the past twelve months we have served the agencies above listed in *italic*. Some of these are inactive at the time of this RFP. We are actively working with Nine (9) of these agencies at the time of this RFP.

- The following Managers, Technicians, and Bookkeeping/Administrative Project Team is designated to provide the required Professional, Technical, and Expert Services.

Contract Manager

Rick Richart

Contract Management Assistant & RFI Weatherization Operations Manager

Chris Robinson (9 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Designated Clackamas County Weatherization Project Manager

Stephen Threatt (13 years employed at RFI. BPI, Weatherization Journeyman) Stephen is the current RFI Project Manager for this program and is selected to continue if awarded.

Primary Designated Crew Members for Clackamas County Weatherization

Levi McMahan (Crew Leader 6 years employed at RFI. Weatherization Journeyman)

Donny Nichols (Crew Leader 2 years employed at RFI as Weatherization apprentice)

Brennan Hall (1 year employed at RFI. Weatherization Apprentice)

Devynn Mejia (1 year employed at RFI. Weatherization Apprentice)

John Lamb (6 month apprentice)

Bookkeeping and Administrative Team

Lulu Handy (27 years employed at RFI. Office and Bookkeeping Manager. A/R, A/P, Financial Reports, Taxes. Liaison to CPA)

Haley Richart (9 years employed at RFI. Intake, Payroll and Benefits, Safety, Misc. Administrative duties)

Missy Richart (36 years employed at RFI. Administrative Assistant)

Melissa Sitmann (8 months employed at RFI. Bookkeeping and Administrative Apprentice)

These folks take care of job intake and set up, file maintenance, accounts receivable, customer service, agency and client care, certified payroll, Intents and affidavits, and all bookkeeping. This team is specially trained in the requirements, processes, and care specific to WAP agency weatherization work and their clients.

Additional Available Project Team Members

Frank Bourn (25 years employed at RFI, BPI –QCI, Crew Lead, Weatherization Journeyman)

Mike McMahon (11 years employed at RFI. BPI. Crew Lead, Weatherization Journeyman)

Jon Coverdale (11 years employed at RFI. BPI, Crew Lead Weatherization Journeyman)

Travis Rains (6 years employed at RFI. Weatherization Journeyman)

Keith Olsen (6 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Lonny McMahon (2 years employed at RFI as weatherization apprentice)

Jesus Dominguez (13 years employed at RFI as weatherization technician)

Craig Brundle (5 years employed at RFI. Weatherization Journeyman)

Matt Welch (3 years employed at RFI. Weatherization Apprentice)

Carlos Mendoza (2 years employed at RFI. Weatherization Apprentice)

Heladio Cardenas-Gonzales (2 years employed at RFI. Weatherization Apprentice)

J.D. Deherrera (1 year employed at RFI. Weatherization Apprentice)

Josue Silva (6 month apprentice)

Francisco Flores-Cazares (6 month apprentice)

All of these additional team members are specifically trained as WAP Weatherization technicians. Some have abundant experience on Clackamas County jobs and are familiar with the Counties best practices and process. Many work out of RFI's Vancouver location dispatching to other nearby WAP agency projects. These technicians, crew leads, and managers provide depth and reserve capacity.

- RFI has produced an average of 360 WAP weatherization residential living units per year since 2012. In the year of 2011, ARRA spiked WX production, and RFI production exceeded 1,000 living units. RFI performs all of the line items listed in the RFP on a daily basis for many agencies it serves including Clackamas County.

- Our ever evolving Bookkeeping, Administrative, and Production teams have been working with WAP programs for their entire career at RFI. The processes we practice daily and the people who perform them have helped us maintain our longest term WX contract for nearly 30 years.
- We believe the refinement of process over time is key to the success of Contract and Work Load Management. RFI has developed and uses a Master Scheduling process similar to that of a manufacturing plant where production metrics are continuously formulated to manage resource. Systems of interacting spreadsheets allow for organization of work under contract once project estimates align with the agency and notices to proceed are issued. Additionally, HR and hard assets are allocated in a metered fashion to produce the required work load in the time frame necessary to fulfill contract obligations.

With respect to combustion and diagnostic reporting, RFI has a complete approach. Trained and certified people are the first piece in our approach. Coupled with our people are the fine agency leadership along with their auditors and inspectors. They share their vast experience and top notch training opportunities to make a cohesive system for the entire WAP network. This keeps the number one goal of a safe and healthy living environment intact for the resident.

RFI has the depth in experience to understand and comply with specifications implemented by the proper governing bodies to ensure that each measure performed on a home achieves its intended function. We aim to use products that have the highest recycled content, are locally available or produced, and keep residents safe by improving IAQ and providing SDS documentation. Ongoing records of agency expectations are kept and allow our entire staff to understand how to best achieve timely project completion both on site and within the file.

- RFI has the infrastructure, process, facility, fleet, equipment, personnel, depth in HR and hard assets, working capital, fair and reasonable pricing, and decades of specific WAP experience in all categories to fulfill RFP # 2017-18 contract requirements. We have endured the test of time while proving to be both adaptable and reliable. RFI has passed the test of oversight and audits from many agencies at many levels.

5.3 Scope of Work

- Oregon CCB License- ATTACHED
- Sam.gov/DUNS Number-ATTACHED
- CCB Lead based paint Renovation contractor's license number- ATTACHED
- Lead Renovators certifications ATTACHED (More certification copies available upon request)
- Employer identification number-ATTACHED
- Other appropriate licenses (Metro business license, City of Sandy business license, EEAST Certification)-ATTACHED

- Our following step by step process is fundamental to the success of operations with respect to Contract Management and Time Management:
 - AUDIT RELEASE-** Job card released by agency, contractor will schedule site visit.
 - CONFIRMATION SITE VISIT-** Estimates differing from agency release are inserted on job card by contractor, review with agency performed via email or over phone upon request.
 - COUNTY APPROVAL-** Auditor and contractor have agreed and signed off on final scope, agency to signify notice to proceed.
 - RELEASED FOR PRODUCTION-** Production window begins, contractor properly notices client and updates job progress with auditor.
 - SUBCONTRACTING COMPLETE-** Subsequent trade work will be completed prior to weatherization install and is key in maintaining the project timeline.
 - IN PROGRESS-** Contractor's install occurring, agency will be noticed for in-progress inspections.
 - READY FOR INSPECTION-** Contractor will complete a thorough quality control inspection and survey client satisfaction prior to requesting a final inspection.
 - READY FOR INVOICING-** With a passed inspection, contractor and auditor confirm the final job total in preparation for accounting and file closure.

In summary, once we know number of units and the dollar amount we can then apply the proven production metrics. This allows RFI to allocate resources in a measured fashion and forecast from the beginning, with accuracy, the completion date of contracted work.

- Richart Family, Inc. (RFI) presently employs over 20 trained and certified weatherization technicians fully versed in all phases of residential WAP weatherization work. Our core group of long term certified technicians is the nucleus which our weatherization department is built around. Each weatherization technician listed below maintains minimum certifications, and many hold additional certifications. Additional certifications are held for Combustion Safety, PTCS, First Aid CPR, OSHA 10/30, Infrared Thermography, Fall Protection and Rigging, Fire Stopping, Scaffold and Swing Stage Assembly, and Fork Lift Operation.

The company owns a fleet of 20 vehicles that are specifically set up for and 100% committed to WAP weatherization work. Additional fleet is assigned to electrical and construction departments. Some of the fleet is new. All are well maintained with much service life remaining. We operate nine self-contained industrial insulation blowers that are regularly calibrated to perform to specification. We have ten Minneapolis Blower doors. We have three Minneapolis Duct Blasters. All fleet vehicles are tooled appropriately in a standardized manner for WAP weatherization. Redundancy and depth are as much a part of the fleet, equipment, and tooling as is so with HR.

- RFI has an electrical contracting department which was added to our business in 2003. We are licensed in Washington and Oregon. Robert Richart is our electrical administrator. We presently employ nine electricians, a section of these are licensed Oregon Journeymen or apprentices. Several of our Journeymen have performed electrical measures required within WAP contracts.

RFI has a full service construction/remodeling department. We are presently staffed with 10 Journey level carpenters and two apprentices. Four of these carpenters collectively have 15 years of WAP weatherization field experience. Two formerly held BPI certifications. Although most to all WAP related carpentry and repair work is performed from within our weatherization department, this additional depth and capability is available if needed.

Plumbing, HVAC, and other specialty services are provided when needed by our subcontractor partners that we have had long standing working relationships with and are familiar with our process.

- Our philosophy at Richart Family, Inc. is to provide service to our customers above industry standard, and in fact to work with our agency clients to set the standard. We fully understand how to execute under a line item bid structure and believe that reporting actuals is the key to transparent service and success. We are customer focused. We are committed to the development and care of our internal customers, our employees. These are the people that make our organization what it is. We seek professional growth opportunity and a career path for each willing and committed individual we have the privilege to employ.

We value ethical decision making, teamwork, diversity, inclusion, integrity, and accountability. Our work family humbly takes great pride in the work we do.

It has truly been an honor and privilege to serve Clackamas County over many years. Our sincere hope is that through your evaluation process you will find that a decision to select Richart Family, Inc. as your service provider will be free of doubt, and again be the best choice for this program.

5.4 S.F. Price List, Sample Work Order A, Sample Work Order B- ATTACHED

5.5 References

Clark County Community
Development Weatherization
Mike Selig-Program Coordinator
mike.selig@clark.wa.gov
360-397-2375 Ext 4540
1300 Franklin, Vancouver WA

Opportunities Industrialization
Center of Washington
Bob Ponti- Housing Director
b.p@yvoic.org
509-853-2275 Ext 208
1419 Hathaway, Yakima WA

Coastal Community Action
Program
Jim Volz- QCI Auditor
jimv@coastalcap.org
360-500-4506 (office)
117 E Third Aberdeen WA

5.6 Proposal Certification- ATTACHED

Sincerely, 

Ryan Cone- Senior Vice President- Richart Family, Inc.

SAM Search Results

List of records matching your search for :

Record Status: Active

DUNS Number: 057679862

Functional Area: Entity Management, Performance Information

ENTITY	Richart Family, Inc.	Status:Active
DUNS: 057679862	+4:	CAGE Code: 5MG88 DoDAAC:
Expiration Date: Jul 25, 2018	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14600 NE 20th Ave	City: Vancouver	State/Province: WASHINGTON
ZIP Code: 98686-1452		Country: UNITED STATES

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name Richard Family Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) 14600 NE 20th Avenue	Requester's name and address (optional)
City, state, and ZIP code Vancouver	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
OR								

Employer identification number								
9	1	1	2	2	5	0	3	2

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Guadalupe Handy for Richard Family Inc.* Date *12/13/2017*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

CONTRACTOR'S BUSINESS LICENSE



Issued to:

Richart Family Inc
14600 NE 20th
Vancouver WA 98686

License Number

2960

OCCB/OLCB Number

50439

Issued

10/03/2017

Expires

10/1/2018



**CITY OF
SANDY**

39250 PIONEER BLVD.
SANDY, OREGON 97055
PHONE: (503) 668-5533
FAX: (503) 668-8714

2017 Business License

License Number: 3122

Expires: December 31, 2017

License Issued To:

Richart Family, Inc
14600 NE 20th Ave
Vancouver, WA 98686

RFP 2017-18 Single Family Weatherization Major Measure Price Sheet

Vendor Name:		Richart Family Inc.		
Item #	Description	Labor	Material	Total
0	Miscellaneous Material	\$ -	cost plus 20%	\$ -
1	Hourly Rate	\$ 72.14	\$ -	\$ 72.14
2	Post Blower Door Operations.	\$ 252.49	\$ -	\$ 252.49
3	Blower Door Directed Air-Sealing	\$ 90.18	\$ -	\$ 90.18
4	2- part Polyurethane foam system	\$1.38	\$5.35	\$ 6.73
5	Sheetrock	\$18.34	\$3.17	\$ 21.51
6	Seal Chimney Chaseway (basement & attic)	\$55.04	\$31.17	\$ 86.21
7	Seal interior plumbing penetrations	\$ 18.03	\$ 8.67	\$ 26.70
8	Attic Heat Producing Fixtures	\$28.33	\$15.00	\$ 43.33
8.1	R-49 Blown-in Fiberglass	\$0.99	\$1.43	\$ 2.42
9	R-38 Blown-in Fiberglass	\$0.97	\$1.10	\$ 2.07
10	R-27 Blown-in Fiberglass	\$0.95	\$0.81	\$ 1.76
11	R-19 Blown-in Fiberglass	\$0.93	\$0.64	\$ 1.57
12	R-38 Blown-in Cellulose	\$ 0.97	\$ 1.07	\$ 2.04
12-1	R-49 Blown-in Cellulose	\$ 0.99	\$ 1.40	\$ 2.39
13	R-27 Blown-in Cellulose	\$ 0.95	\$ 0.83	\$ 1.78
14	R-19 Blown-in Cellulose	\$ 0.93	\$ 0.66	\$ 1.59
15	Drill & Fill or Pull Boards (Labor only, material separate)	\$ 1.44	\$ -	\$ 1.44
16	Knee Wall/Pony Wall/Rim Joist Blocks	\$ 1.95	\$ 2.58	\$ 4.53
17	Add R-11 Unfaced Fiberglass Batts to existing Knee Wall insulation	\$ 1.19	\$ 1.08	\$ 2.27
18	R-21 Kraft-faced Fiberglass	\$1.19	\$1.97	\$ 3.16
19	Tyvek/FSK/Equivalent	\$0.56	\$0.36	\$ 0.92
20	Twine only	\$0.44	\$0.04	\$ 0.48
21	R-13 Blown- in Fiberglass Insulation	\$1.16	\$2.15	\$ 3.31
22	R-15 Kraft-faced Fiberglass batt	\$ 1.19	\$ 1.54	\$ 2.73
23	Roof Vent 50 NFA	\$77.19	\$21.71	\$ 98.90
24	Roof Vent 92 NFA	\$ 77.19	\$ 25.36	\$ 102.55
25	Gable Vent	\$96.31	\$71.25	\$ 167.56
26	Soffit Vent or Freeze block Vent	\$27.52	\$11.40	\$ 38.92
27	Repair &/or Replace Flat Access Door	\$55.04	\$43.79	\$ 98.83
28	Cut & Make New Operable Flat Attic Access	\$94.21	\$47.77	\$ 141.98
30	Wx & Insulate Existing Flat Attic Access			\$ -
31	Repair &/or Replace Knee-wall Access Door	\$110.07	\$86.52	\$ 196.59
32	Cut & Make Operable Knee-wall Access	\$110.07	\$86.52	\$ 196.59
33	Cut in & Make inoperable Knee-wall Access	\$110.07	\$86.52	\$ 196.59
34	Wx & Insulate Existing Knee-wall Access	\$55.04	\$36.23	\$ 91.27
35	Install New Ground Cover	\$0.20	\$0.18	\$ 0.38
36	Water Pipe Insulation	\$1.25	\$0.28	\$ 1.53
38	Add R-11 Unfaced Fiberglass Batts to existing insulation	\$1.21	\$0.58	\$ 1.79
40	R-25 Faced Fiberglass Batts	\$1.21	\$1.01	\$ 2.22

41	R-30 Faced Fiberglass Batts	\$1.21	\$1.12	\$ 2.33
42	R-25 Fiberglass Floor Blow (Site built)	\$2.14	\$1.81	\$ 3.95
43	R-30 Fiberglass Floor Blow (Site built)	\$2.24	\$2.68	\$ 4.92
44	Floor with Ducts (additional labor only)	\$0.10	\$ -	\$ 0.10
46	Twine Floor only	\$0.44	\$0.04	\$ 0.48
47	Irregular Joist Space (additional labor only)	\$0.17	\$ -	\$ 0.17
48	Low-Clearance (additional labor only)	\$ 0.22	\$ -	\$ 0.22
49	Air Barrier	\$ 0.56	\$ 0.35	\$ 0.91
50	16 x 8 Vent in Wood/rescreen existing	\$55.04	\$26.72	\$ 81.76
51	Intentionally left blank	\$ -	\$ -	\$ -
52	R-11 Vinyl Faced Fiberglass	\$1.52	\$0.97	\$ 2.49
53	Intentionally left blank	\$ -	\$ -	\$ -
54	R-19 Vinyl Faced Fiberglass	\$1.52	\$1.24	\$ 2.76
55	Intentionally Left Blank	\$ -	\$ -	\$ -
56	Duct Seal Entire System (site-built homes)	\$640.75	\$68.27	\$ 709.02
57	2x4 R-13 Cellulose High Density	\$0.88	\$0.84	\$ 1.72
58	2x6 R-25 Cellulose High Density	\$ 1.10	\$ 1.26	\$ 2.36
59	2x8 R-30 Cellulose High Density	\$ 1.32	\$ 1.47	\$ 2.79
60	2x10 R-38 Cellulose High Density	\$ 1.54	\$ 1.68	\$ 3.22
61	2x12 R-44 Cellulose High Density	\$ 1.76	\$ 2.10	\$ 3.86
62	R-13 Fiberglass	\$0.88	\$0.76	\$ 1.64
63	R-13 Cellulose High Density	\$0.88	\$0.84	\$ 1.72
64	Install Cellulose Insulation in wall cavities, not high density	\$1.16	\$2.15	\$ 3.31
65	Cellulose Dense Pack in wall cavities where insulation already exists	\$1.16	\$1.15	\$ 2.31
66	R-13 High Density Fiberglass	\$ 0.88	\$ 1.15	\$ 2.03
67	R & R Shake Siding	\$0.54	\$ -	\$ 0.54
68	R & R Wood Siding	\$0.54	\$ -	\$ 0.54
69	R & R Vinyl Siding	\$0.49	\$ -	\$ 0.49
70	R & R Metal/Aluminum Siding	\$0.74	\$ -	\$ 0.74
71	R & R Asbestos Siding	\$2.26	\$ -	\$ 2.26
72	R & R Blind-Nailed Asbestos Siding	\$2.26	\$ -	\$ 2.26
73	R & R Asphalt Siding	\$2.26	\$ -	\$ 2.26
74	Access Drill and Fill	\$ 0.95	\$ -	\$ 0.95
75	Intentionally left blank	\$ -	\$ -	\$ -
76	Drill and Fill Stucco Siding	\$ 1.68	\$ -	\$ 1.68
77	Drill & Fill, access through interior walls	\$ 1.49	\$ -	\$ 1.49
78	Batt & cover open bump out	\$3.04	\$6.36	\$ 9.40
79	Block & Blow Closed Bump Out	\$5.67	\$4.06	\$ 9.73
80	Remove & Replace Existing Bath Fan	\$475.80	\$406.44	\$ 882.24
81	Vent Existing Bath Fan	\$120.37	\$53.82	\$ 174.19
82	Remove & Replace Existing Kitchen Fan	\$479.24	\$464.96	\$ 944.20
83	Vent Existing Kitchen Fan	\$120.37	\$102.87	\$ 223.24
83.1	Install New Kitchen Range Hood	\$479.24	\$464.96	\$ 944.20
83.2	Install a Humidistat Timer Switch	\$178.87	\$187.02	\$ 365.89

83.3	Install a Bath Fan Switch/Delay/Ventilation Controller	\$178.87	\$187.02	\$ 365.89
83.4	Install New Bath Fan	\$475.80	\$406.44	\$ 882.24
84	Furnish and Install Dryer Vent	\$55.04	\$52.45	\$ 107.49
85	Fresh Air 80			\$ -
86	Jamb up Weatherstrip Kit	\$55.04	\$22.27	\$ 77.31
87	Threshold & Door Shoe	\$96.31	\$19.51	\$ 115.82
88	Retractable Sweep	\$41.28	\$14.24	\$ 55.52
89	R & R keyed alike Lockset	\$55.04	\$26.72	\$ 81.76
90	Intentionally Left Blank	\$ -	\$ -	\$ -
91	R & R Solid Core Pre-Hung/Door Blank	\$247.65	\$532.55	\$ 780.20
92	R&R Pre-hung Door R-7	\$247.65	\$532.55	\$ 780.20
93	R&R Manufactured Home Door R-7	\$247.65	\$532.55	\$ 780.20
94	Intentionally Left Blank	\$ -	\$ -	\$ -
95	EPDM plus 3" Multi-Max or equivalent	\$1.72	\$5.47	\$ 7.19
96	EPDM plus 1 1/2" Multi-Max or equivalent with R-19 FG attic blow	\$ 2.18	\$ 6.59	\$ 8.77
97	EPDM plus 1 1/2" Multi-Max or equivalent with Blow R-21-38 FG attic)	\$ 2.25	\$ 6.84	\$ 9.09
98	R-21 Fiberglass Floor Blow	\$1.32	\$1.49	\$ 2.81
99	R-30 Fiberglass Floor Blow	\$1.42	\$2.36	\$ 3.78
100	R-25 Fiberglass Floor Blow, add rodent barrier	\$ 2.14	\$ 1.81	\$ 3.95
101	Add Cold Air Return grille in furnace closet door	\$55.04	\$26.72	\$ 81.76
102	Seal Ducts Single Wide	\$532.92	\$68.27	\$ 601.19
103	Seal Ducts Double Wide	\$615.48	\$115.67	\$ 731.15
104	Seal branch duct connection (cut open where identified)	\$27.52	\$6.70	\$ 34.22
105	Replace existing crossover duct	\$22.94	\$13.86	\$ 36.80
106	Install Blue/Pink Board	\$2.20	\$1.69	\$ 3.89
107	Repair Belly Board	\$0.82	\$0.32	\$ 1.14
108	Insulate Water Heater Closet inc. Door	\$354.11	\$147.26	\$ 501.37
109	Insulate Water Heater Closet Door ONLY	\$82.54	\$57.84	\$ 140.38
110	Vinyl Replacement Window	\$16.90	\$27.77	\$ 44.67
111	Safety Glass		\$ 9.08	\$ 9.08
112	R & R Double Strength Glass, wood sash	\$ 25.75	\$ 16.48	\$ 42.23
113	R & R Glass Aluminum Sash	\$ 25.75	\$ 16.48	\$ 42.23
114	Intentionally left blank	\$ -	\$ -	\$ -
115	intentionally left blank	\$ -	\$ -	\$ -
116	Under cut door (per door)	\$ 42.75	\$ -	\$ 42.75
117	Furnish & install by-pass grilles in door	\$ 53.44	\$ 36.48	\$ 89.92
118	Furnish & install by-pass grilles in wall	\$ 53.44	\$ 36.48	\$ 89.92
119	Furnish & install by-pass grilles in ceilings including cross-over duct (10 FT)	\$ 106.86	\$ 99.10	\$ 205.96
120	Add fresh air to return (1)	\$ 133.58	\$ 85.65	\$ 219.23
121	Restrict the flow of exhaust fans, supply ducts, and fresh air inlets	\$ 53.44	\$ 38.12	\$ 91.56
122	Lead Safe Weatherization, hourly labor rate	\$ 51.50	\$ -	\$ 51.50

ATTACHMENT A SITE BUILT SAMPLE WORK ORDER

SF - Site Built - Sample Work Order

ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF LABOR AND MATERIALS MUST MATCH YOUR ITEM PRICES ON YOUR PRICE SHEETS

Item #	Description	Qty	Unit	Per Item Cost			Total Cost
				Labor	Materials	L&M	

INFILTRATION MEASURE

6	Seal Chimney Chaseway (basement & attic)	1	each	55.04	31.17	86.21	86.21
7	Seal Plumbing Penetrations	1	each	18.03	8.67	26.70	26.70
86	Jamb Up Weatherstrip Kit	2	each	55.04	22.27	77.31	154.62

Your total for these Infiltration line items should be equal to or below \$950

267.53 <\$950 Maximum Budget for Infiltration measures

CEILING MEASURE

9	R38 Blown-in Fiberglass	321	sq ft	.97	1.10	2.07	664.47
10	R27 Blown-in Fiberglass	468	sq ft	.95	.81	1.76	823.68
24	Roof Vent with 92 NFA	4	each	77.19	21.71	98.90	395.60

Your total for these Ceiling line items should be equal to or below \$1,700

1,883.75 <\$1,700 Maximum Budget for Ceiling measures

WALL MEASURE

18	R21 Kraft-faced Fiberglass Batts for Knee Wall	280	sq ft	1.19	1.97	3.16	884.80
31	Repair or Replace Knee Wall Access Door	2	each	110.07	80.52	190.59	393.18
63	R13 Blown-in Cellulose High Density	1262	sq ft	.88	.84	1.72	2170.06
67	R&R Shakes	108	sq ft	.54		.54	58.32
68	R&R Wood Siding	1154	sq ft	.54		.54	623.16
123	Lead Safe Weatherization, hourly labor rate	8	hr	51.50		51.50	412.00

Your total for these Wall line items should be equal to or below \$4,250

4,541.52 <\$4,250 Maximum Budget for Wall measures

FLOOR MEASURE

41	R30 Faced Fiberglass Batts	796	sq ft	1.21	1.12	2.33	1854.68
44	Extra fee: Floor with Ducts	796	sq ft	.10		.10	79.60

Your total for these Floor line items should be equal to or below \$1,800

1,934.28 <\$1,800 Maximum Budget for Floor measures

DUCT INSULATION MEASURE

52	R11 Vinyl faced Fiberglass (supply in crawl)	492	sq ft	1.52	.97	2.49	1225.08
54	R19 Vinyl faced Fiberglass (return in attic)	30	sq ft	1.52	1.24	2.76	82.80

Your total for these Duct Insulation line items should be equal to or below \$1,000

1,307.88 <\$1,000 Maximum Budget for Duct Insulation measures

DUCT SEALING MEASURE

56	Duct Seal Entire System (Site Built Homes)	1	system	640.75	68.27	709.02	709.02
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Your total Duct Sealing line items should be equal to or below \$800

709.02 <\$800 Maximum Budget for Duct Sealing measure

HEALTH & SAFETY MEASURES

83	Vent Existing Kitchen Fan	1	each	120.37	53.82	174.19	174.19
83.1	Install New Kitchen Range Hood Fan	1	each	479.24	464.96	944.20	944.20
84	Furnish & Install Dryer Vent	1	each	55.04	52.45	107.49	107.49
116	Undercut Door (per door)	3	each	42.75		42.75	128.25

Your total for Health & Safety line items

1,354.13 <\$1,500 Maximum Budget for Health & Safety measures

Grand Total Of 7 "Bundles" 11,998.11 \$12,000.00 Maximum Budget for All Measures

**ATTACHMENT B
MANUFACTURED HOME SAMPLE WORK ORDER**

SF - Mobile Home - Sample Work Order				ENTER DATA ONLY IN YELLOW CELLS. PER ITEM COST OF MATERIAL MUST MATCH YOUR ITEM PRICES ON YOU PRICE				
Item #	Description	Qty	Unit	Per Item Cost			Total Cost	
				Labor	Materials	L & M		
FLOOR MEASURE								
98	R21 Fiberglass Blown-in (belly of MH)	848	sq ft	1.32	1.49	2.81	2382.88	
							Your total for this Floor line item should be equal to or below \$4,500	
DUCT SEALING MEASURE								
100	Seal Ducts of a Single Wide MH	1	system	532.92	68.27	601.19	601.19	
							Your total for this Duct Seal line item should be equal to or below \$1,000	
WINDOW MEASURE								
111	Vinyl Replacement Window	141	sq ft	16.90	27.77	44.67	6298.47	
123	Lead Safe Weatherization (hrly rate)	10	hr	51.50		51.50	515.00	
							Your total for these Windows line items should be equal to or below \$6,900	
							6,813.47	
Grand Total Of 3 "Bundles"							9,797.54	\$12,400 Maximum Budget for All Measures

PROPOSAL CERTIFICATION
WEATHERIZATION MAJOR MEASURE CONTRACTORS

Submitted by: RICHART FAMILY INC., WASHINGTON
(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.

Contractor, 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
Weatherization Major Measure Contractors

Non-Resident Proposer, Resident State WASHINGTON
Oregon Business Registry Number 028372-84

Contractor's Authorized Representative


Signature: Ryan M. Cone Date: 12/14/2017
Name: RYAN M. CONE Title: VICE PRESIDENT
Firm: RICHART FAMILY INC.
Address: 14600 N.E. 20th AVE
City/State/Zip: VANCOUVER WA 98686 Phone: (503) 232-1301
e-mail: ryanc@richartbuilders.com Fax: (360) 574-1167

Contract Manager:

Name CHRIS ROBINSON Title: OPERATIONS MANAGER
Phone number: 360-909-0258
Email Address: chrisr@richartbuilders.com



3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

a department of  opportunity
council

Certificate of Attendance and Successful Completion
EPA

Lead-Safe Renovations, Repairs, & Painting Refresher - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Chris Robinson

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00842

Course Date: December 5, 2014

Examination Date: December 5, 2014

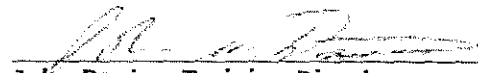
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date

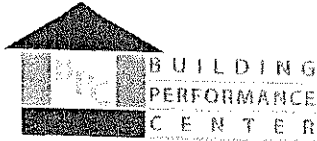



John Davies, Training Director

12-12-14

Date





a department of:  opportunity council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion EPA

Lead-Safe Renovations, Repairs, & Painting Refresher - English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Stephen Threatt II

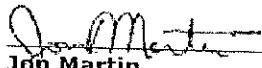
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Certificate Number: R-R-18693-14-00843

Course Date: December 5, 2014

Examination Date: December 5, 2014

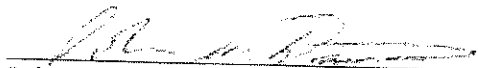
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director


12-12-14

Date





3406 Redwood Ave., Bellingham, WA 98225
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a department of:  opportunity council

Certificate of Attendance and Successful Completion EPA

Lead-Safe Renovations, Repairs, & Painting Refresher - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Michael McMahon

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00840

Course Date: December 5, 2014

Examination Date: December 5, 2014

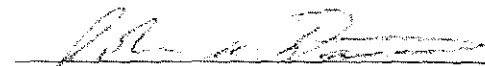
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director


12-12-14

Date





3406 Redwood Ave., Bellingham, WA 98225
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a department of:  opportunity council

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Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Frank Bourn

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00835

Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date




John Davies, Training Director

12-12-14

Date





a department of:  Opportunity Council

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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Jon Coverdale

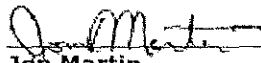
14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00836

Course Date: December 5, 2014

Examination Date: December 5, 2014

Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director

12-12-14

Date





a department of opportunity
council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Matt Welch

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01022

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

John Davies

John Davies, Training Director

3-16-16

Date





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council

3406 Redwood Ave., Bellingham, WA 98225
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Lead-Safe Renovations, Repairs, & Painting Refresher - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Craig Brundle

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-16-01011

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

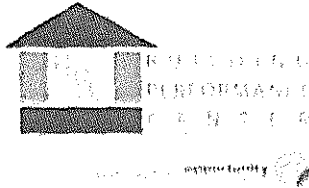
John Davies

John Davies, Training Director

3-16-16

Date





3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Travis Rains

14200 Wide Hollow Rd., Yakima, WA 98908

Certificate Number: R-I-18693-15-00995

Course Date: February 9, 2016

Examination Date: February 9, 2016

Expiration Date: February 9, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

2-11-16

Date

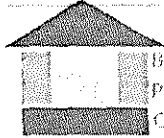
John Davies

John Davies, Training Director


2-11-16

Date





BUILDING
PERFORMANCE
CENTER

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council

3406 Redwood Ave., Bellingham, WA 98225
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Washington Administrative Code: 365-230

Keith Olsen

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-16-01017

Course Date: March 11, 2016

Examination Date: March 11, 2016

Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

John Davies

John Davies, Training Director

3-16-16

Date





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council

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EPA

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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Donnie Nichols

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01016

Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021

Chris Clay

Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

John Davies


John Davies, Training Director

3-16-16

Date





a department of: **opportunity**
council 

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Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Levi McMahon

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-15-00913

Course Date: March 25, 2015
Examination Date: March 25, 2015
Expiration Date: March 25, 2020



Chris Clay,
Training Manager / Principal Instructor

4-1-15

Date



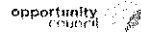
John Davies, Training Director

4-1-15

Date





a department of  opportunity council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

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Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Carlos Mendoza

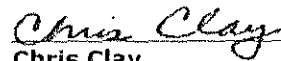
131 Parkland Dr. Trailer 76, Sunnyside, WA 98944

Certificate Number: R-I-18693-15-00990

Course Date: February 9, 2016

Examination Date: February 9, 2016

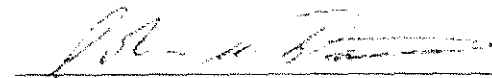
Expiration Date: February 9, 2021



Chris Clay,
Training Manager / Principal Instructor

2-11-16

Date




John Davies, Training Director

2-11-16

Date





a department of  opportunity council

3406 Redwood Ave., Bellingham, WA 98225
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Certificate of Attendance and Successful Completion EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

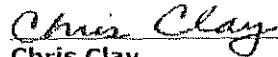
Washington Administrative Code: 365-230

Heladio Cardenas

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01012

Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021



Chris Clay,
Training Manager / Principal Instructor

3-16-16

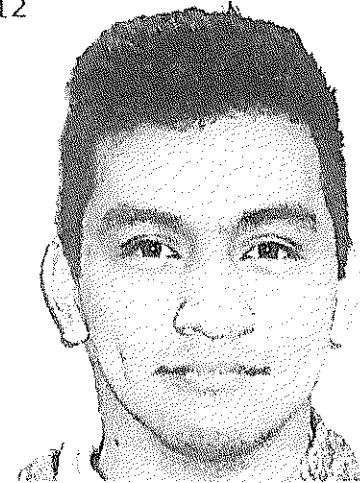
Date



John Davies, Training Director

3-16-16

Date



Northwest Independent Contractors Association



Certificate of Attendance and Successful Completion
RENOVATOR INTIAL - ENGLISH

PER 40 CFR 745.222 AND WAC 365-230

CERTIFICATE: R-I-45131-17-02003



Joao Deherrera

230 Blossom Way Yakima, WA 98908

A handwritten signature in black ink, appearing to read "D. Y. G.", positioned above the title "Lead Instructor".

Lead Instructor

A handwritten signature in black ink, appearing to read "Kris Alberti", positioned above the title "Training Manager, Kris Alberti".

Training Manager, Kris Alberti

Course Date: 03/09/2017

Exam Date: 03/09/2017

Expiration Date: 3/9/2022

145 HIGHWAY 28 WEST | SOAP LAKE, WA 98851 | 509-246-9080 | WWW.NICATRaining.COM

Certificate of Completion

This certificate is awarded to:
Joao Deherrera

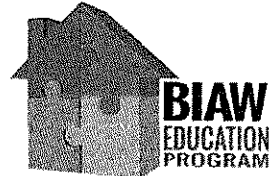
In completion of the
EPA Certified Lead-Safety/Renovator/Repair/Paint

March 9, 2017 | 8:00 - 5:00 | Yakima, Washington

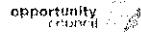
Instructor: Kris Alberti, CAPS, CGP

Amanda Fields

Amanda Fields
Education Program Director





a department of  opportunity council

3406 Redwood Ave., Bellingham, WA 98225
Phone: (360) 734-5121 Fax: (360) 676-9754

Certificate of Attendance and Successful Completion
EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Ryan Wells

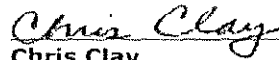
14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01023

Course Date: March 11, 2016

Examination Date: March 11, 2016

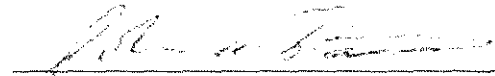
Expiration Date: March 11, 2021



Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date

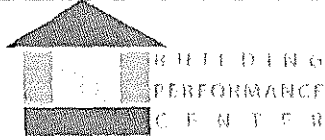


John Davies, Training Director


3-16-16

Date





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EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

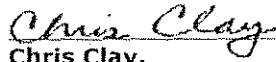
Washington Administrative Code: 365-230

Lawrence Sefton IV

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01020

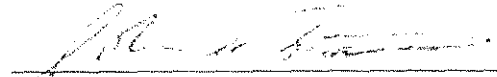
Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021



Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date




John Davies, Training Director

3-16-16

Date





a department of:  opportunity council

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Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

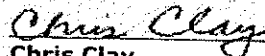
Washington Administrative Code: 365-230

Nick Giese

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-15-00935

Course Date: April 17, 2015
Examination Date: April 17, 2015
Expiration Date: April 17, 2020


Chris Clay,
Training Manager / Principal Instructor

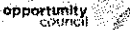
4-24-15
Date


John Davies, Training Director

4-24-15
Date





a department of  opportunity council

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EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Jerimiah Dyer

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-15-00933

Course Date: April 17, 2015

Examination Date: April 17, 2015

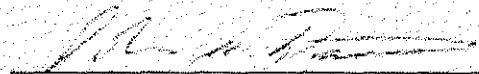
Expiration Date: April 17, 2020



Chris Clay,
Training Manager / Principal Instructor

4-24-15

Date

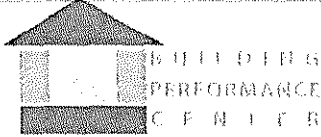


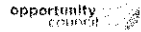
John Davies, Training Director

4-24-15

Date





a department of  opportunity council

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Certificate of Attendance and Successful Completion
EPA

Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Nicholas Duff

14600 Ne 20th Ave., Vancouver, WA 98686

Certificate Number: R-I-18693-16-01014


Course Date: March 11, 2016
Examination Date: March 11, 2016
Expiration Date: March 11, 2021



Chris Clay,
Training Manager / Principal Instructor

3-16-16

Date



John Davies, Training Director

3-16-16

Date



Northwest Independent Contractors Association



Certificate of Attendance and Successful Completion

RENOVATOR- INITIAL ENGLISH

PER 40 CFR 745.222 AND WAC 365-230

CERTIFICATE: R-I-45131-01163



Derek Wawrzyniak

15705 NE 19th Ave Vancouver, WA

A handwritten signature in black ink, appearing to be "D. Y. B.", written over a horizontal line.

Lead Instructor

A handwritten signature in black ink, appearing to be "Kris Alberti", written over a horizontal line.

Training Manager, Kris Alberti

Course Date: 3/29/2013

Exam Date: 3/29/2013

Expiration Date: 3/29/2018

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Phone: (360) 734-5121 Fax: (360) 676-9754

a department of  opportunity council

Certificate of Attendance and Successful Completion EPA

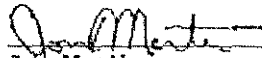
Lead-Safe Renovations, Repairs, & Painting Refresher - English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Casey Richart

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00841

Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director

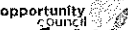
12-12-14

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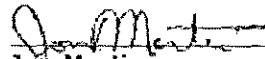
Lead-Safe Renovations, Repairs, & Painting Refresher - English
Per 40 CFR Part 745.225
Washington Administrative Code: 365-230

Jacob Judd

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-14-00839

Course Date: December 5, 2014
Examination Date: December 5, 2014
Expiration Date: December 5, 2019



Jon Martin,
Training Manager / Principal Instructor

12-12-14

Date



John Davies, Training Director

12-12-14

Date





a department of: **opportunity**
council

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Lead-Safe Renovations, Repairs, & Painting Initial - English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

Bob Feaser

14600 NE 20th Ave., Vancouver, WA 98686

Certificate Number: R-R-18693-15-00934

Course Date: April 17, 2015
Examination Date: April 17, 2015
Expiration Date: April 17, 2020

Chris Clay,
Training Manager / Principal Instructor

4-24-15

Date

John Davies, Training Director

4-24-15

Date





DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 16, 2018

Board of County Commissioners
Clackamas County

**Approval of a Supplemental Project Agreement No. 32607 with
Oregon Department of Transportation for the
South End Road at MP 3.8 Project**

Purpose/Outcomes	Using Federal Emergency Relief Program (ERP) funds, this agreement allows Clackamas County to proceed with the design and construction of improvements needed to stabilize the roadway and slope on South End Road at Milepost 3.8.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$2,740,000 Federal Emergency Relief Program funds: \$2,458,602 County Road Fund match (10.27% min): \$281,398
Funding Source	Federal Emergency Relief Program (ERP) and Clackamas County Road Funds.
Duration	Execution until completion of the project.
Previous Board Action	01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects
Strategic Plan Alignment	This project will "Build a strong infrastructure" and "Ensure safe, healthy and secure communities" by repairing and stabilizing South End Road at MP 3.8.
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

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 will complete the work as a Supplemental Project under the County's Local Agency Certification Program Agreement No. 30923 with ODOT. This project will be financed with 89.73 percent of federal ERP funds matched by 10.27 percent of County Road Funds.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the South End Road at MP 3.8 Project as listed in the agreement.

Respectfully submitted,

Joel Howie
Civil Engineering Supervisor

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
EMERGENCY RELIEF PROGRAM
Supplemental Project Agreement No. 32607
Project Name: South End Road at MP 3.8**

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a local agency's procedures and delegates authority to the certified local agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
 - a. Agency is fully certified in the following functional areas:
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration
 - b. Agency is pursuing certification and is in the process of completing the test project required by ODOT for the Agency to become fully certified in the following functional area:
 - consultant selection (formal and informal processes)

The Parties are in the process of assessing the Agency's test project and required program documents to transition the Agency from conditional to full certification for the functional areas listed in this subsection, and anticipate a successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.
3. South End Road at MP 3.8 is a part of the Agency's street system under the jurisdiction and control of Agency.
4. The Project was selected as a part of the ODOT/Metropolitan Planning Organization program (MPO), and may include a combination of federal and state funds.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the South End Road at MP 3.8 project, hereinafter referred to as "Project." Project scope is for the County to construct an asphalt patch that would return the road to a travelable surface. Engineering studies are required to determine the best solution for landslide repair. Permanent repair may include a retaining wall and horizontal drain to stabilize the hillside. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The Project will be conducted as a part of the Emergency Relief Program (ERP) under Title 23, United States Code and the total Project cost is estimated at \$2,740,000, which is subject to change. The Project will be financed with ERP funds, which are estimated in the amount of \$2,458,602, and will not exceed that amount without approval of the Federal Highway Administration (FHWA). The Project will be financed with ERP funds at the maximum allowable federal participating amount, which is 89.73 percent (89.73%), with Agency providing the 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of available federal funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.
3. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work. Prior to the start of each Project phase, State will provide an updated estimate of State's costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.
4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement and any non-participating costs will be the responsibility of the Agency. State shall invoice FHWA and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

5. State will submit the requests for federal funding to FHWA. The federal funding for this Project is contingent upon approval by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
6. Agency guarantees the availability of that Agency funding in an amount required to fully fund Agency's share of the Project.
7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
9. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 35.57 percent (35.57%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the Project on file with ODOT at the time the work is performed. If Agency does not have an approved indirect cost rate on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
10. Agency Work on this Project:
 - a. Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
 - design (excluding bridge design)
 - "advertise, bid, and award" the construction contract
 - construction contract administration
 - b. While Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Agency is authorized and shall perform as if fully certified in the following functional area:
 - consultant selection (formal and informal processes)

Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT's evaluation of Agency's test project(s) or program documents identifies the need for corrective action.
11. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work

performed outside the period of performance and scope approved by FHWA will be considered nonparticipating and paid for at Agency expense.

12. State's Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
13. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
14. The term of this Agreement will begin upon execution and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. The Project will be completed within two (2) calendar years following the date of final execution of this Agreement by both Parties or such time as set forth in the "ER Manual" published by the Federal Highway Administration. Projects for permanent repairs that have not advanced to construction obligation by the end of the second fiscal year following the year in which the disaster occurred cannot be authorized. Additional information can be obtained at <http://www.fhwa.dot.gov/reports/erm/ermchap6.cfm#i>.
15. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
16. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
17. State and Agency agree that the useful life of the Project is 20 years.
18. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
19. **Americans with Disabilities Act Compliance:**
 - a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) as identified in paragraph 1 of the

General Provisions section of Local Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.

e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:

i. Pedestrian access is maintained as required by the ADA,

ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,

- iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

20. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flagged vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

21. To the fullest extent permitted by law, and except to the extent otherwise prohibited under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

22. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

23. This Agreement may be terminated by mutual written consent of both Parties.
24. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
25. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
26. The rights and obligations set out in Paragraphs 17-18, 19.e-f, 21-22, and 25-29 shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.
27. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
28. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, 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 Agreement did not contain the particular term or provision held to be invalid.

29. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
30. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
31. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
32. This Agreement and the Local Agency Certification Program Agreement No. 30923, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
33. State's Local Agency Liaison for the Agreement is Mahasti Hastings, Local Area Liaison, 123 NW Flanders Street, Portland, OR 97221, 503-731-8595, mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
34. Agency's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, 150 Beaver Creek Rd, Oregon City, OR 97045, 503-742-4658, JHowie@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Under authority from Subdelegation Order No. 11, Paragraph No. 1, the Maintenance Engineer is authorized to declare an emergency and Federal Emergency Relief Program Funds were approved by FHWA on June 13, 2017.

Agency/State
Agreement No. 32607

CLACKAMAS COUNTY, acting by and
through its elected officials

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____

Agency Legal Counsel

Date _____

Agency Contact:

Joel Howie
Civil Engineering Supervisor
150 Beaver Creek Rd,
Oregon City, OR 97045
503-742-4658
JHowie@co.clackamas.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Certification Program Manager

Date _____

By _____

Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date _____

State Contact:

Mahasti Hastings
Local Area Liaison
123 NW Flanders Street
Portland, OR 97221
503-731-8595
mahasti.v.hastings@odot.state.or.us

Exhibit A – Project Location Map

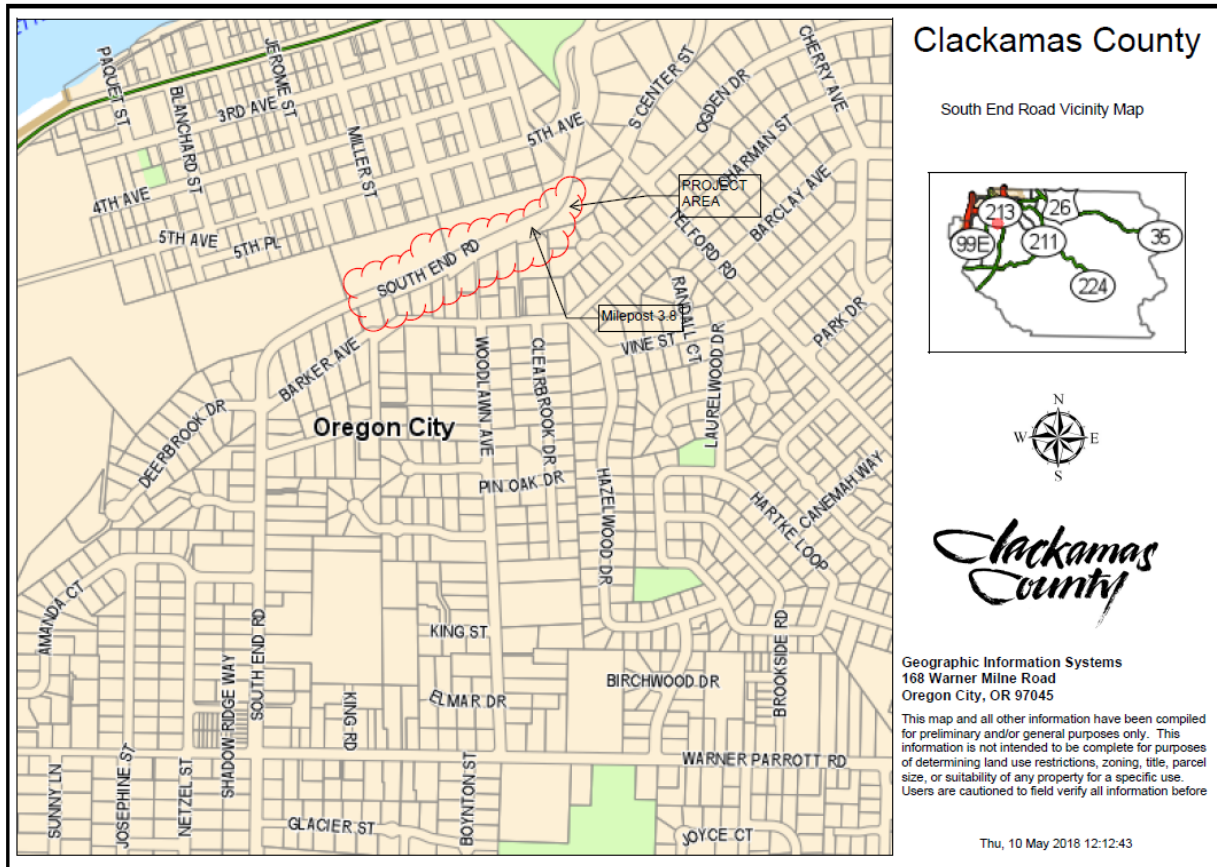


Exhibit B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)
The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Cooperative Agreement No. 32726 with
Oregon Department of Transportation for the
Systemic Signals and Illumination Project in Clackamas County**

Purpose/Outcomes	This cooperative agreement allows Oregon Department of Transportation (ODOT) and its contractor to design and construct systemic traffic signals and bicycle and pedestrian illumination improvement projects on County urban corridors (SE Sunnybrook Blvd, Sunnyside Road, Johnson Creek Blvd, and Oatfield Road), identified in the 2017-2021 All Roads Transportation Safety (ARTS) Program.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$1,098,800.00 Federal-Aid funds: \$1,013,405.58 Road Fund Match (7.78%): \$85,394.42
Funding Source	Federal-Aid (Highway Safety Improvement Program) County Road Funds
Duration	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner
Previous Board Action	BCC study session March 24, 2015
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will help ensure safe and healthy communities by improving roadway safety with proposed crash reduction countermeasures. 2. Falls in-line with County's safety action plan and Drive to Zero safety program.
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706
Contract No.	32726

This is a cooperative improvement agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to perform safety improvements within the County's rights of way. ODOT is responsible for administering Oregon's All Roads Transportation Safety (ARTS) - Highway Safety Improvement (HSIP) Program as part of the core Federal-aid program from the Moving Ahead for Progress in the 21st Century Act (MAP-21). All roads within the state of Oregon are eligible to receive HSIP funding. The goal of the program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. This program requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on

performance. Through this process, ODOT identified four (4) locations in Clackamas County to receive improvements with upgrades to traffic signal systems and bicycle lane conflict pavement markings. This project will be financed with 92.22% federal funds with a Local Agency match of 7.78%.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Cooperative Improvement Agreement with ODOT for the “East Systemic Signal and Bike/Ped Illumination Project” on County rural roads as listed in the agreement.

Respectfully,

Bikram Raghubansh
Project Manager

LOCAL AGENCY AGREEMENT
All Roads Transportation Safety
State Delivered Federal Project
SYSTEMIC SIGNALS AND ILLUMINATION (CLACKAMAS)

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," each herein referred to individually as a "Party" and collectively as the "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. OR 211 and OR 213 are parts of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). All other roads affected by the project in this Agreement are a part of the county road system under the jurisdiction and control of Agency.
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
5. State has agreed to deliver the "East Systemic Signal and Bike/Ped Illumination Project" (the "Principal"). The Principal project is a project that crosses multiple jurisdictions.
6. The project set forth in this Agreement constitutes that part of the Principal project that is located in Agency's jurisdiction.
7. The project set forth in this Agreement was selected as part of the All Roads Transportation Safety Program and may be funded with a combination of eligible federal and state funds.

NOW, THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering on behalf of Agency the portion of the Principal project located in Agency's jurisdiction, such portion hereinafter referred to as the "Project." The Project's scope and location are further set forth in Exhibit A,

attached hereto and by this reference made a part hereof.

2. State and Agency agree that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. The total cost of the Project set forth in this Agreement is estimated at \$1,098,800, which is subject to change. Federal funds for the Project are limited to \$1,013,405.58. Agency shall be responsible for the 7.78 percent match for all eligible costs and any non-participating costs. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects.
4. If the total cost of the Project exceeds \$1,098,800,675, the Parties shall be responsible for such excess costs as provided in Special Provisions Paragraph 4.
5. Federal funds under this Agreement are provided under Title 23, United States Code.
6. With the exception of Americans with Disabilities Act of 1990 (ADA) related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
7. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed by Agency outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense. Any work performed by State outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at State expense.
8. Agency represents that funds are available in an amount required to fully fund Agency's share of the Project.
9. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement.
10. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
11. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
12. This Agreement may be terminated by mutual written consent of both Parties.

13. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
14. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
15. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
16. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate for this project at the time the agreement is written is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate changes during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rates for the Project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rates on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
17. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than eighty percent (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed

under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".

18. Americans with Disabilities Act Compliance:

- a. When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:
 - i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. 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;
 - iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
- b. State shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. State shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,

- ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this section shall survive termination of this Agreement.
19. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
20. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
21. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
22. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, 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 Agreement did not contain the particular term or provision held to be invalid.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

25. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
26. State Contact for this Agreement is Elizabeth Wakefield, Senior Project Leader, 123 NW Flanders Street, Portland, OR 97209, 503-731-3439, Elizabeth.wakefield@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
27. Agency's Contact for this Project is Bikram Raghubansh, PE, PTOE, Senior Traffic Engineer, 150 Beavercreek Road, Oregon City, OR 97045, 503-742-4706, Bikramrag@clackamas. , or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Signature Page to Follow

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20336) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LEGAL REVIEW APPROVAL

By _____

Agency Counsel

Date _____

Agency Contact:

Bikram Raghubansh, Senior Traffic
Engineer
150 Beaver Creek Road
Oregon City, OR 97045
(503)742-4706
bikramrag@clackamas.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien via email dated 7/25/18

State Contact:

Elizabeth Wakefield, Senior Project Leader
123 NW Flanders Street
Portland, OR 97209
(503) 731-3439
elizabeth.wakefield@odot.state.or.us

Exhibit A – Project Location and Scope of Work

As part of the Project set forth in this Agreement, State will construct the following improvements at the following locations:

ARTS ID #	Location	Improvements
36	Sunnybrook Boulevard: Oak Bluff Blvd to 97 th Ave	Install supplemental signal heads, coordinated or adaptive signal timing, and actuated advance warning dilemma zone along Sunnybrook Blvd at Oak Bluff Blvd, 93 rd Ave, I-205 southbound, I-205 northbound, and 97 th Ave
37	Sunnyside Road: Valley View Terrance to 132 nd Avenue	Install urban green bike lanes at conflict points, supplemental signal heads, and actuated advance warning dilemma zone protection systems along Sunnyside Rd at Valley View Terrace, 117 th Ave, 119 th Ave, and 132 nd Ave
38	Johnson Creek Boulevard: Fuller Road to 92 nd Avenue	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system along Johnson Creek Blvd at Fuller Rd, I-205 southbound ramp, I-205 northbound ramp, and 92 nd Ave
39	Oatfield Road: Oak Grove Boulevard to Jennings Avenue	Install supplemental signal heads and pedestrian countdown timers along Oatfield Rd at Oak Grove Blvd, Concord Rd, Thiessen Road, Roethe Rd, and Jennings Rd. Replace doghouses at Roethe Rd with flashing yellow arrow.
148H	SE Sunnyside Road at SE 122 nd Avenue	Add green conflict markings in bike lane, east of the intersection at entrance to strip mall, in area of dropped through lane; Add merge arrows to drop lane; Relocate lane drop sign; Add supplemental signal head for eastbound left turn on existing NE signal pole riser; Add supplemental signal head for westbound left turn on existing SW signal pole riser; Install advance warning dilemma zone radar detection units for east and west approaches on NW and SE existing signal poles; Add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes

EXHIBIT B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”) The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

State/Agency

Agreement No. 32726

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers

Program and Funding Services Manager

Oregon Department of Transportation

555 13th Street NE

Salem, OR 97301

Jeffrey.A.FLOWERS@odot.state.or.us

Telephone: 503-986-4453

**ATTACHMENT NO. 1 to AGREEMENT NO. 32726
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.
4. If the total cost of the Project exceeds the total Project cost set forth in Terms of Agreement paragraph 3, Agency and State may amend this Agreement to either (a) reduce the scope of the Project such that the available State, federal, and Agency funds are sufficient to complete the Project, or (b) apportion the excess costs between Agency and State in a manner agreeable to both Parties. If the Parties are unable to agree to such an amendment, State may, after consultation with Agency, reduce the scope of the Project such that State can complete the reduced Project scope with the available State, federal, and Agency funds. In the event State must reduce the scope of the Project, State shall consult with Agency in good faith and prioritize those reductions that are mutually agreed upon by the Parties.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using the criteria in 2 CFR 200.330.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, are exempt from Federal audit requirements

for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.

11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records,

quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement.. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
22. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4), OAR 137-048-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
23. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference

in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.

33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be initiated by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
34. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
35. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

36. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

37. State, its consultant, and Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

38. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

39. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
40. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

41. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

42. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
43. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
44. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

45. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

46. All employers, including Agency, that employ subject workers who work under this Project Agreement 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. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

47. Agency certifies by signing the Project Agreement 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 any federal 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 federal 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 subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) 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 Title 31, USC Section 1352.

e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

DRAFT

Approval of Previous Business Meeting Minutes:
July 19, 2018

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, July 19, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item and he introduced Housing Authority Commissioner Paul Reynolds.

This item was taken out of order

II. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Approval of Professional Services Contract with Scott Edwards Architecture (SEA) for Master Planning Services at Hillside Park

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

This item was taken out of order

I. PRESENTATION

1. Equity, Diversity and Inclusion Council (EDIC) Presentation of Youth Artwork Awards
Maria Magallon, H3S - Children, Youth and Families stated that the EDIC reached out to youth in Clackamas County for help in designing artwork that brings to mind artistically the County commitment to equity, diversity and inclusion. Selected artwork was displayed in the lobby of the Public Services Building in Oregon City April through June 2018. The winning artwork was prominently displayed on the EDIC banner at the Oregon's PRIDE festival. She recognized the youth that participated in this County sponsored activity. The Commissioners posed for a picture with the young artists.

III. CITIZEN COMMUNICATION

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

1. Adam Taylor-Kunduleon, Lake Oswego – request for a second amendment preservation ordinance to be added to a business meeting agenda.
2. Rob Reynolds, Milwaukie – request for a second amendment preservation ordinance to be added to a business meeting agenda.
3. Les Poole, Gladstone – changing the intro music for the opening, adding nonpartisan to core values, and the need for evening meetings.

~Board Discussion~

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda as amended by title only, then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval to Sign an Intergovernmental Agreement for Rent Guarantee Funding through Oregon Housing & Community Services (OHCS) – *Social Services*
2. Approval of an Intergovernmental Agreement with the City of Oregon City for System Diversion, Homelessness Prevention and Rapid Re-Housing – *Social Services*
3. Approval of a Professional, Technical, and Personal Services Contract with Cascadia Behavioral Healthcare, Inc., for Supported Employment Services – *Behavioral Health*
4. Approval of an Agreement with Clackamas Women’s Services for Shelter/Advocacy/Crisis/Rural Domestic Violence Services – *Children, Youth & Families*
5. Approval of an Agreement with Los Niños Cuentan for Culturally-Specific Domestic Violence Emergency Shelter and Supportive Services – *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of a Maintenance Agreement with the State of Oregon for the US Hwy. 26: SE 282nd Ave (Boring Rd.) Project
2. Approval of a Contract with Conway Construction Company for Foster Creek (at Bakers Ferry Road) Crossing Scour Repair Project - *Procurement*

C. Finance Department

1. Approval of a Five-Year Cooperative Service Agreement with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management – County Trapper

2. Approval of a FY 18/19 Work and Financial Plan with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management – County Trapper

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. County Counsel

1. Approval of an Intergovernmental Agreement with Multnomah County for HIPAA and Part 2 Privacy Officer

F. Business & Community Services

1. Approval of an Infrastructure and Additional Shared Cost Funding Agreement with the Clackamas Workforce Partnership (CWP)

G. Technology Services

1. Approval of a Service Level Agreement Amendment No. 2 between Clackamas Broadband eXchange and Clackamas Fire District No. 1 for a New Dark Fiber Connection on 130th Ave.

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOUNED – 10:53 AM

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>



August 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between Clackamas County
Board of Commissioners (BCC) and the Tourism Development Council (TDC)

Purpose/Outcome	The intent of this Memorandum of Understanding (MOU) is to clarify roles and responsibilities among and between the BCC and the TDC.
Dollar Amount and Fiscal Impact	None.
Funding Source	None.
Strategic Plan Alignment	This action aligns with the following Board strategic priorities: <ul style="list-style-type: none">• Building trust through good government.• Grow a vibrant economy.
Duration	Aug. 16, 2018 until modified or amended.
Previous Board Action/Review	The Board and the TDC agreed to move for formal approval at the July 17, 2018 work session.
Contact Person	Don Krupp, County Administrator – (503) 655-8581

BACKGROUND:

This Memorandum of Understanding is entered into between Clackamas County, through its governing body, the Board of County Commissioners and the Clackamas County Tourism Development Council as established pursuant to Section 8.02.160(B) of the Clackamas County Code as provided by County Ordinance passed by voters in 1992 and designated County Measure 3-6 Section 17.

The Clackamas County Tourism Development Council consists of nine members appointed by the Board of County Commissioners and oversees the development and promotion of tourism and conventions in Clackamas County.

The Board of County Commissioners and the Tourism Development Council have agreed to the roles and responsibilities set forth in the attached Memorandum of Understanding. County Counsel has review and approved the MOU.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Memorandum of Understanding outlining the roles and responsibilities among and between the Board of County Commissioners and the Tourism Development Council.

Respectfully submitted,
Don Krupp
County Administrator

**Memorandum of Understanding
Between Clackamas County Board of County Commissioners and
Clackamas County Tourism Development Council**

I. Purpose

This Memorandum of Understanding (MOU) is entered into between Clackamas County, through its governing body, the Board of County Commissioners (BCC) and the Clackamas County Tourism Development Council (TDC) as established pursuant to Section 8.02.160(B) of the Clackamas County Code (Code) as provided by County Ordinance passed by voters in 1992 and designated County Measure 3-6 Section 17.

It is the intent of this MOU to clarify roles and responsibilities among and between the BCC and the TDC.

II. Roles & Responsibilities

1. The Board of County Commissioners agrees:

- a. To direct the County Administrator to provide support for the TDC through the operations of the Clackamas County Department of Tourism and Cultural Affairs (TCA), directed by an Executive Director appointed by the County Administrator with the advice of and substantial deference to the TDC;
- b. That the County Code affords the TDC the substantive authority to direct Transient Room Tax (TRT) to programs and projects intended to carry out the adopted Tourism Development and Promotion Master Plan (Master Plan). In adopting an annual budget for the TCA, the BCC role is to assure that Transient Room Tax funds are expended according to the Master Plan and are legally allowed;
- c. To provide all necessary internal support services, common to all County offices and departments, including but not limited to, budgeting, accounting and financial management; personnel and labor relations services; risk management, telecommunications and information technology support and infrastructure; legal counsel; and other services as mutually negotiated. Rates for such internal support services shall be the same as that provided for all other County offices and departments;
- d. To direct the County Administrator to appoint a Tax Administrator pursuant to Chapter 8.02.010(K) of the Code to provide tax collection, reporting and compliance services for the TRT established by Section 8.02.020 of said Code;
- e. To dedicate the entire 2% administrative fee described in Section 8.02.160(A) of the Code entirely to the duties of the Tax Administrator as set forth by Chapter 8.02. Under the direction of the County administrator, the Tax Administrator will provide to the TDC a monthly report on TRT collections, distributions and compliance;
- f. To meet with the TDC once annually to review the TDC's Annual Report of the preceding year's activities and results; and review the TDC's proposed business plan and budget for the ensuing year to assure compliance with the Master Plan;

- g. Through the County Administrator and the TCA Executive Director, ensure compliance with Appendix C, Local Contract Review Board Rules, of the Code and its attendant administrative policies and procedures.
- h. To develop and support County policies and procedures that are responsive to the unique needs and necessity of the TDC to carry out its role in advancing programs and projects to implement the Master Plan, without creating new barriers to performing the TCA's mission through the adoption of new or revised county rules or policies. Special attention will be made to assuring the TCA has the authority and capacity to conduct activities similar to those conducted by other Destination Management Organizations in the State of Oregon including but not limited to certain entertainment, marketing and promotional activities;

2. The Tourism Development Council agrees:

- a. To maintain a close working relationship with the BCC and County Administrator on an annual review of operations and expenditures for programs and projects to carry out the Master Plan;
- b. To provide the BCC recommended TDC members to be considered for appointment in compliance with the TDC approved operating bylaws;
- c. To work closely with the County Administrator regarding the selection and performance evaluations of the TCA Executive Director. The TDC and Administrator will annually jointly evaluate the performance of the Executive Director and work to mutually agree upon needed direction, professional development objectives, goals for the ensuing year and performance-based remuneration;
- d. To provide policy guidance to the TCA Executive Director on all matters related to tourism and the implementation of the Master Plan; and,
- e. In working directly with the County Administrator, TCA Executive Director and TCA Department, the TDC will support compliance and consistency with the County's administrative protocols, including but not limited to: budget and financial management; contracting and procurement; personnel and labor relations; risk management; legal counsel; and other services as mutually negotiated as provided for in the Clackamas County Code and attendant administrative policies and procedures with the commitment by the BCC to work closely with the TDC to ensure that the ability of the TCA to carry out its mission is not adversely impacted by changes to the County Code.

III. Dispute Resolution

In the event of a dispute between the BCC and the TDC regarding the application of Chapter 8.09 of the County Code to the policy and decision-making authority of the TDC and/or the operational practices of the TCA, each agrees to participate in mediation among and between the parties. Said mediation shall be facilitated by an independent mediator selected with the joint approval of both parties. The parties will work in good faith to resolve their differences through mediation.

If the dispute involves a difference of opinion regarding specific legal advice, the two parties shall jointly select an outside attorney to research the matter and provide an independent legal opinion for consideration by both parties. If, upon receipt of such independent legal counsel a difference remains, the parties will pursue mediation as described herein.

The expenses for both mediation and/or independent legal counsel shall be split evenly between the County's General Fund and the TRT Fund.

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

Jim Bernard, Chair

Date

CLACKAMAS COUNTY
TOURISM DEVELOPMENT COUNCIL

Jody Carson, Chair

Date



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Tech Heads, Inc. for the Technology Services Server Room Upgrade

Purpose/Outcomes	This contract will upgrade the outdated and antiquated UPS and HVAC equipment within the TS1 Operations center.
Dollar Amount and Fiscal Impact	Contract value is \$242,609.79
Funding Source	Technology Services budget. 747-0227-00-421210 = \$131,000.00 747-0227-7807-485330 = \$100,000.00 747-0227-7807-485330 = \$10,000.00 747-0216-00-437100 = \$1,609.00
Duration	Contract execution through November 30, 2018
Previous Board Action	N/A
Strategic Plan Alignment	Direct support for County and Technology Service initiatives for: - Build a strong infrastructure - Build public trust through good government
Contact Person	Ron Sandner, Information Services Manager, 503-655-8828

Background:

The TS1 Operations center is outdated and antiquated with failing UPS & HVAC equipment. It has been identified as a TS / County priority to remodel to a more efficient and flexible design allowing for long-term support and alterations to meet changing technology requirements. This, along with the probable relocation of the TS1 center to another location on the Red Soils Campus due to the planned addition of a new Courthouse, required a flexible, dynamic and "transportable" design be utilized. After reviewing the market options, standards, and availability, it was determined that APC had the best overall integrated designs that met all of the TS and Facilities requirements for this mission critical facility.

A team of TS and Facilities staff worked with engineers and integrators from APC for over a year, reviewing several operation center design options, to develop a design that meets all of the requirements for:

- Current TS and Facilities operational support requirements

- Ability to be relocated as needed
- Scalable growth capability
- Support by TS, Facilities and local vendors as required
- Fully integrated and compatible equipment
- Fully warranted and maintenance supportable
- Efficient and flexible design
- Leader in the marketplace
- Available and supported by many certified vendors

The project work is anticipated to begin immediately following contract signing. Completion will be November 30, 2018, with a one year warranty on all new parts.

Procurement Process:

This project was completed by way of a two (2) process solicitation: Notification of Brand Name Specifications and Competitive Bid.

The Procurement Division identified the requirement for brand name specifications within the department requested Bid package. On April 4, 2018, a Notification of Brand Name Specification was issued in accordance to ORS 2798.215. The notification was published for fourteen (14) days and received no protests. Technology Services and Procurement identified six (6) qualified vendors for the upcoming bid and did not foresee vendor favoritism with this specific solicitation. Following the protest period, the Board approved this Brand Specification on May 10, 2018.

Upon completion of the Brand Specification approval, this Bid package was advertised in accordance with ORS and LCRB Rules on May 15, 2018. Bids were opened on June 7, 2018. One bid was received; Tech Heads, Inc., \$242,609.79. After review of the bid, Tech Heads, Inc. was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approves and signs this Materials and Services Contract with Tech Heads, Inc. for the Technology Services Server Room Upgrade. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements and contracts necessary in the performance of this agreement.

Sincerely,

Dave Cummings, CIO/Director
Technology Services

Placed on the BCC Agenda _____ By Procurement Division



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Tech Heads, Inc.** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Technology Services for the purposes of providing the **Technology Services Server Room Upgrade**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **November 30, 2018. Vendor shall provide twelve (12) month warranty from date of equipment startup OR eighteen (18) months from date of equipment shipment, whichever occurs first. If a phased approach is taken with equipment startup the warranty dates will follow the startup date for that specific equipment.** 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 the Invitation to Bid #2018-28, Technology Services Server Room Upgrade, issued May 15, 2018, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", the Vendors bid (unit pricing), and the Certificate of Achievement (APC Reseller Certification) attached and hereby incorporated by reference as Attachment "B." 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: **Ron Sandner**.

III. COMPENSATION

1. **PAYMENT.** The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **two hundred forty-two thousand six hundred nine dollars seventy-nine cents (\$242,609.79)**.
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 Attachment 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: 168 Warner Milne Road, Oregon City, Oregon 97045 or via email at ronaldsan@clackamas.us.

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 three (3) 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. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material 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 benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); 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.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

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 its 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 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 Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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 27 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 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.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. 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.

25. 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.

26. 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.

27. 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. (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.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling 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.

29. 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.

30. 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, 2018, and amended on April 1, 2018, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

The Work will take place in Clackamas County, Oregon.

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, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Signature Page to follow.



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Contract Documents with CH2M Hill Engineers
for Tri-City Water Resource Recovery Facilities
Solids Handling Improvements Project

Purpose/Outcomes	Engineering services during construction of Tri-City Water Resource Recovery Facility Solids Handling Improvements Project.
Dollar Amount and Fiscal Impact	Funding is available in the FY 2018-19 budget. This amendment increases contract by \$4,335,300.00 for a new total contract value of not to exceed \$7,230,613.00.
Funding Source	Water Environment Service FY 2018-19 annual budget with SRF loan. No General Funds impacted.
Duration	March 30, 2017 to June 30, 2021
Previous Board Action	Approval of Original Contract with CH2M Hill 033017 IV. 1 & 2 Approval of Amendment #1, Phase 1 Engineering Services 091717 V.2 Amendment #2, Change Order for discharge piping. No Board action necessary.
Strategic Plan Assignment	1. This project supports the WES Strategic Plan to provide partner communities with reliable waste water infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Lynne Chicoine, Capital Program Manager – Water Environment Services – 503-742-4559

BACKGROUND:

The Solids Handling Project was identified in the 2008 Tri-City Master Plan as required to meet capacity requirements for growing service areas. Design of the facilities began in late 2015 with conceptual design being completed by MWH Global. In March 2017, WES contracted with CH2M Hill Engineers to complete the design. Design of the facilities was completed in May 2018. The project was bid and awarded to a construction contractor on July 2018 for \$33.5 million.

This Amendment includes engineering services during construction and field services by CH2M Hill. Services include provision of a full time resident project representative and field staff to monitor construction and engineering services such as submittal review, responses to requests for information, changes and substitutions, speciality inspections, preparation of operation and maintenance manuals and record drawings, assistance with start-up, training and software integration. Duration of the services will extend through final completion of construction.

The Amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Amendment #3 to the Engineering Services Contract for Tri-City Water Resource Recovery Facilities Solids Handling Improvements Project for \$4,335,300.00 for a total contract value not to exceed \$7,230,613.00.

Respectfully submitted,

Chris Storey, Assistant Director
Water Environment Services

Placed on the _____ agenda by Procurement.

AMENDMENT #3

**TO THE CONTRACT DOCUMENTS WITH CH2M Hill ENGINEERS, INC. FOR THE
TRI-CITY WATER RESOURCE RECOVERY FACILITY SOLIDS HANDLING
IMPROVEMENT PROJECT**

This Amendment #3 is entered into between CH2M Hill Engineers, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on March 30, 2017 (“Contract”).

The Purpose of the Amendment #3 is to make the following changes to the Contract:

1. **ARTICLE 1 - TERM** is hereby changed as follows:
The Contract termination date is hereby changed from September 30, 2020 to **June 30, 2021**.

2. **ARTICLE 2 - SERVICES OF THE CONSULTANT** is hereby changed as follows:
District requires engineering field services during the construction phase. This includes submittal review, responses to construction contractor’s request for information, site visits, changes orders, conformed and record drawing preparation, O&M manual preparation and start-up training. PEI Integration services is also included in this updated Scope of Work. The Scope of Services for support during the construction phase and PEI integration services is attached as **Attachment C** and hereby incorporated by reference.

3. **ARTICLE 6 – PAYMENTS TO CONSULTANT** is hereby changed as follows:
Engineering field service support during the construction phase is \$3,840,939.00. PEI integration services is \$494,360.00, for a total additional Compensation of **\$4,335,300.00**. The fee schedules are outlined at the end of Attachment C. The maximum compensation authorized under this Contract shall not exceed \$7,230,613.00.

Original Contract	\$ 580,000.00
Amendment #1	\$ 2,267,500.00
Amendment #2	\$ 47,813.00
<u>Amendment #3</u>	<u>\$ 4,335,300.00</u>
Total Amended Contract	\$ 7,230,613.00

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.

CH2M Hill Engineers, Inc.
2020 SW 4th Avenue, Ste. 300
Portland OR 97021

Clackamas County Board of County
Commissioners acting as the Governing Body for
Water Environment Services by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

193470-95 FBC / Colorado
Oregon Business Registry Number

Approved as to Form:

County Counsel

Date

ATTACHMENT C

**SCOPE OF WORK FOR ENGINEERING CONSTRUCTION SUPPORT AND PEI
INTEGRATION SERVICES**

EXHIBIT A – SCOPE OF WORK
 Water Environment Services of Clackamas County
 Tri-City WRRF Solids Handling Improvements Project – P632162
 Services During Construction

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Background

Consultant shall provide Services During Construction (SDC) as defined below. These SDC are intended to assist the District to administer the contract for construction, monitor the performance of the construction contractor, verify that the contractor's work is in substantial compliance with the Contract Documents, and assist the District in responding to events that occur during the construction. These SDC are based upon the understanding that the District will contract directly with the General Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction.

Water Environment Services of Clackamas County (District) and CH2M (now Jacobs) (Consultant) recently completed design of the solids handling improvements at the Tri-City Water Resource Recovery Facility (TCWRRF). The design includes anaerobic digestion capacity and dewatering to meet 2040 capacity needs. The design also provides improvements to existing facilities to improve performance and maximize their use. Facilities to be constructed as part of this project include a new 1.3 million gallon anaerobic digester, a Dewatering and Digester Control Building, two biosolids dewatering centrifuges and cake loadout facility, rehabilitated existing solids processing facilities, and electrical, site and ancillary improvements.

Assumptions – General

1. Bentley ProjectWise Construction Management (PWCM) software will be used as the means of all project documentation including submittals, RFI's, pay requests, and change orders.
2. Where deliverable documents are identified, unless noted otherwise, five (5) hard copies of the deliverable will be provided in addition to electronic version in .PDF and original .DOC format.
3. The project will be constructed under one general contract with a lump sum price.
4. Submittals will be provided via an electronic document management system (e.g. Bentley ProjectWise® Construction Management). Materials samples and O&M submittals are the only physical submittals anticipated.
5. Consultant's services during construction are based upon the schedule or duration of construction of 910 calendar days.
6. Consultant will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor will Consultant be responsible for the Contractor's failure to perform in accordance with the Contract Documents.

District-provided Services

1. District will make its facilities accessible to Consultant as required for Consultant's performance of its services.
2. District will give prompt notice to Consultant when District observes or becomes aware of developments that affect the scope or timing of Consultant's services, or of defects in the work of Consultant.
3. The District will participate in regularly scheduled project status meetings.
4. District will procure and provide access for Consultant to Bentley ProjectWise Construction Management software.
5. Field office including furniture, photocopy, potable water, restroom and internet access for Consultant staff.

6. Monthly utility, internet and cleaning charges will be paid by the District.
7. Independent Testing, Inspection and Survey Services.
8. The District will examine information submitted by Consultant and render in writing or otherwise provide decisions in a timely manner.
9. The District will furnish required information and approvals in a timely manner.
10. The District will cause agreements with the contractor to be consistent with Consultant's Agreement.
11. The District will participate in partnering workshops and meetings and provide a meeting space.
12. The District will prepare One Year Performance Certification Report as described in SRF Loan Documentation letter.

Task 1 Project Management

1.1 Progress Meetings and Updates

Consultant's project manager shall meet with District's project manager periodically throughout the construction phases of the project to review project progress and discuss upcoming work activities.

1.2 Project Work Plan

Consultant shall prepare a general work plan that defines Consultant's delivery approach, staffing, responsibilities and project deliverables.

The following subtasks are provided under this task:

- Update and maintain a work plan to include organization, roles, responsibilities, schedule, budget, and staff plan for execution of services during construction or the Project. The work plan and project instructions will include an update to the quality assurance/quality control (QA/QC) plan.
- Work with Consultant's Project Representative to develop a Construction Management Manual and Construction Quality Assurance Plan.
- Consultant project manager may also participate in weekly Contractor coordination meetings.

1.3 Prepare and Submit Monthly Narrative Report and Invoice

Consultant shall submit a monthly invoice with a report regarding progress of construction.

Task 1 Deliverables: Monthly progress reports, invoices and project work plan.

Task 2 Partnering Workshops

Consultant shall participate in a partnering program with the District and the Contractor. The purpose of this partnering program will be to lay the ground rules for a good working relationship between the participating parties. It is anticipated that the partnering workshop will consist of a kickoff meeting and up to 10 quarterly meetings. Kickoff workshop will include participation by Consultant Project Manager, Consultant Design Manager and Consultant Construction Manager.

Task 2 Deliverables: Meeting minutes.

Task 3 Engineering Services During Construction

Consultant shall provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals and closing out the contract for construction.

3.1 Conformed Documents

Consultant shall incorporate addenda during bidding phase into the Contract Documents. Consultant shall update original 3D model electronically to incorporate addenda that were issued as part of the bid period to create a conformed-to-bid 3D model.

Deliverables: Eight (8) half-size and two (2) full-size sets of conformed drawings; eight (8) sets of specifications. One (1) DVD with electronic files (PDF format), and same files posted to Bentley PWCM in format required by District. Prepare individual PDFs for each spec section and each drawing (formatted for half-size and full-size printing).

3.2 Document Management System and Procedures

Consultant shall work with District to establish a system and set of procedures for managing, logging, tracking and storing all relevant correspondence between the contractor, Consultant and District and documents produced during the project. The Consultant shall, in coordination with the District, maintain hard copy records, suitably organized, of relevant documentation.

Consultant shall assist the District in monitoring all outstanding decisions, approvals or responses required from the District.

Deliverables: Document management instructions.

3.3 Site Coordination

3.3.1 Preconstruction Meeting

Consultant's project manager and design manager will attend a preconstruction meeting with the Contractor and District at the Project site prior to the commencement of construction.

3.3.2 Mobilize On-Site Team

Consultant shall mobilize a team on-site for the duration of the construction to provide site coordination, contract administration and monitor the performance of the contractor. Consultant on-site team shall mobilize in the field offices to be provided by the District.

3.3.3 Project Site Meetings

Consultant shall conduct weekly construction coordination meeting with the contractor and prepare and distribute minutes of these meetings.

3.3.4 Site Communications

Consultant shall issue other communications during construction as provided in the Contract Documents.

Deliverables: Preconstruction meeting agenda and notes; weekly construction meeting agenda and notes.

3.4 Construction Contract Administration

3.4.1 Permits, Bonds and Insurance

Consultant shall verify that the required permits, bonds and insurance have been obtained and submitted by the contractor.

3.4.2 Correspondence and Communication

Consultant shall coordinate all written communication among the contractor, Consultant and District during the construction phase. Consultant shall prepare written communication to the contractor and provide recommendations to the District for written communication between the District and contractor.

3.4.3 Payments to Contractor

Consultant shall receive and review the contractor's monthly requests for payment. Consultant shall determine whether the amount requested reflects the progress of the contractor's work and is in accordance with the contract for construction.

Consultant shall provide recommendations to the District as to the acceptability of the requests. Consultant shall advise the District as to the status of the total amounts requested, paid and remaining to be paid under the terms of the contract for construction. Consultant's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Consultant to ascertain that the contractor has completed the work in exact accordance with the contract for construction; that Consultant has made an examination to ascertain how or for what purpose the contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the District free and clear of liens, claims, security interests or encumbrances.

Deliverables: Payment recommendation, written communication to contractor.

3.5 Contract Changes

Consultant will assist the District with the issuance of changes to the contract for construction.

3.5.1 Defective Work

Consultant shall disapprove or reject work which Consultant believes to be defective, or that Consultant believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

3.5.2 Minor Variations in Work

Consultant may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

3.5.3 Coordinate Issuances of Changes

Consultant shall assist the District with the issuance of changes to the contract for construction. Consultant shall receive and review the contractor's response to the request for change including cost, construction schedule, duration and completion date and will obtain such further information as is necessary to evaluate the basis for the contractor's proposal. Consultant shall assist the District with negotiations of the proposal and, upon approval by the District, prepare final change order documents for execution by the District and contractor.

Consultant shall review all contractor-related changes to the contract for construction including impact on cost, construction schedule, duration and completion date. Consultant shall make recommendations to the District regarding the acceptability of the contractor's request and, upon agreement and approval, Consultant shall prepare change order documents.

Deliverables: Defective work notices; field orders; work change directives; and change order documents.

3.6 Project Controls

3.6.1 Contractor's Schedule Submittal

Consultant shall review the contractor's initial construction schedule and verify that it is consistent with the requirements of the contract for construction. Consultant shall advise contractor of any areas where the schedule is not in compliance with the contract for construction. Consultant shall provide comments to the District to assist with District in approving, accepting or taking other action on the contractor's schedule, in accordance with the contract for construction.

3.6.2 Contractor's Schedule Updates

Consultant shall review the contractor's periodic schedule updates or other schedule submissions. Consultant shall advise the contractor if the updates or other submissions are not in accordance with the contract for construction. Consultant shall provide comments to the District regarding the updates or other submissions.

3.6.3 Reports During Construction for Compliance DEQ SRF Program

Consultant shall prepare reports as required by the DEQ SRF program during construction for District's review and submission. Consultant shall maintain current the documentation for the reports on the document management system. DEQ SRF report includes, but is not limited to, submission of contractor's weekly certified payroll, monthly inspection reports, and annual Disadvantaged Business Enterprises utilization reports, compliance with American Iron and Steel requirements. Receipt of contractor's documentation by the Consultant shall be a requirement of recommendation of approval of contractor's pay request.

Deliverables: Schedule review comments; DEQ SRF reports.

3.7 Claims and Disputes

Consultant shall receive, log, and notify the District about all letters and notices from the contractor concerning claims or disputes between the contractor and District pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. Consultant shall review all such letters and notices and will discuss them with the contractor as necessary to understand each such claim or dispute.

Consultant shall advise the District regarding the contractor's compliance with the contract requirements for such claims and disputes. Consultant will assist the District in discussions with the contractor to resolve claims and disputes.

Consultant shall issue recommendations on contractor claims or disputes. Consultant will not, except as part of Additional Services, participate in judicial or alternative dispute resolution procedures for the claims or disputes.

The level of effort includes an allowance of 72 hours for this subtask.

Deliverables: Written documentation related to claims and disputes.

3.8 Interpretation of Contract Documents (RFIs)

Consultant shall issue written clarifications or interpretations of the requirements of the Contract Documents as necessary. Per common construction language, these are called "Requests for Information (RFIs)". Consultant will coordinate such review with District.

Assumptions: Assume 375 RFIs will be reviewed.

3.9 Submittals/Shop Drawing Reviews

Consultant shall obtain from the contractor a proposed show drawing and submittal schedule, which will identify all show drawings, samples and submittals required by the contract for construction with the anticipated dates for submission.

Consultant shall review and approve shop drawings and samples required by the Contract Documents. Consultant shall log and track all shop drawings, samples and submittals. Consultant's review of all shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Consultant's scope shall be based upon the scope of work in the contract for construction and shall include a maximum of three submissions by the contractor for each shop drawing, sample or submission.

Assumptions: Assume 300 submittals plus 50% resubmittals will be reviewed.

Deliverables: Submittal log, submittal review comments.

3.10 Proposed Substitutions

Consultant shall assist the District in reviewing and responding to the contractor's request for substitution of materials and equipment. Consultant shall review such requests and advise the District as to the acceptability of such substitutions.

Deliverables: Documentation of reviews and recommendations for substitution.

3.11 Design Team Visits

Consultant shall coordinate visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review

any specific items of work that are brought to the attention of the design team members by the Contractor or the District. Consultant shall provide District 48-hour notice of design team member visit.

Assumptions: Assume two design team visits per month on average for the duration of the project.

3.12 Testing, Inspection and Survey Services

The District will employ or cause the contractor to employ independent firms for material testing, survey services and the Consultant shall geotechnical and structural observation services listed below.

Consultant will assist in coordinating District provided testing, inspection and survey services. Consultant will review the reports and other information prepared by the independent firms that are provided to the District. Consultant will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and the District. Consultant will not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

Factory and Off-Site Tests and Inspections: Consultant will observe Factory Demonstration Test at off-site facilities as specified for two control panels per Section 40 90 00 Instrumentation and Control for Process Systems.

Geotechnical Observation of Specialty Work: Consultant geotechnical engineer will attend and observe installation of stone columns, helical piles, secant pile wall, and ground anchors (if ground anchors are required in construction of Contractor-designed secant pile wall) as specified in Section 31 23 21 Ground Improvement by Stone Columns, Section 31 63 13 Helical Piles and Section 31 63 30 Secant Pile Wall and Section 31 68 13 Ground Anchors

Structural Observations: Consultant structural Engineer of Record will make project visits at key points of construction and document findings and any defects observed for corrective action.

Assumptions:

- Factory Demonstration Testing of two control panels at off-site location.

Task 4 Public Outreach Support

4.1 Descriptions/Objectives

This task will provide limited support to the District for communicating project information to public during construction of the Project. Specific activities are to be authorized in advance as tasks by the District.

Deliverables:

- Drawings and other design materials, such as posters and PowerPoint presentations that may be requested, to the limits of the task budget.

Task 5 Control System Software Services

Consultant shall provide control system software services. The services include planning, programming, testing, and startup for the plant control system PLC and HMI system components to provide the functions described in the process control narratives developed during the design phase.

Assumptions:

- The following tasks are not included in this subtask because they will be included elsewhere in the construction services scope of work:
 - Submittal review
 - Preparation of design clarifications and change orders
- Up to three weeks of effort will be included for developing software loop descriptions.
- Maximum I/O count. The scope and fee are based on PLC I/O quantities as shown in documents and as listed below:
 - Up to 970 total new I/O points distributed into the following categories:
 - 145 new I/O points wired to existing PLC4A (existing thickening and digester building)
 - 205 new I/O points wired to new PLC14A (Digester feed tanks, Digester 3, Gas Collection, Polymer System)
 - 115 new I/O points wired to new RIO14B (Cogen Engine, heat recovery, hot water, boiler, centrifuge, biosolids)
 - 140 new Ethernet I/O points connected PLC14A for approximately 20 VFD's
 - 80 new Ethernet I/O points connected to existing PLC4A for approximately 10 VFD's
 - 285 new Vendor system I/O points
- New PLC and existing PLC programs will be configured as three phase deliverable requiring an interim and final PLC programs for each of the two PLC's.
- HMI and PLC software will be configured to District software standards.
- PEI will configure new Wonderware Intouch tags and graphics for processes monitored and controlled by new PLCs. The scope and fee are based on HMI quantities as listed below:
- Up to 40 new Wonderware HMI process graphics (excluding control popups)
- Up to 70 new Wonderware HMI process graphics popups for VFD's, actuators, motor starters etc.
- Existing Intouch graphics and tags will be re-used for processes that are monitored and controlled by existing PLCs.
- PEI will write programs in new files so all work can be done offsite at PEI office and only brought online at site as systems and components are brought online.
- PEI will use the District's existing programming licenses for all software, including Wonderware Intouch HMI, Wonderware Intouch development, Allen-Bradley PLCs, Siemens TIA, Siemens Step 7, and WIN-911 alarm dialer.
- Siemens PLC programming will be based on the add-on instructions developed and implemented by PEI for the 2010 plant expansion project. For the expansion project PEI developed standard programming for analog inputs, digital inputs, VFD's, motor starters, totalizers and other miscellaneous functions. These blocks will be migrated to the new PLC processor programming environment and used for new system programming.
- Wonderware Intouch HMI software tags and graphics format/style will be based on the approach used by PEI during the 2010 plant expansion project. Standardized graphics for motors, VFD's analog and digital displays were developed specifically to match up with PLC function blocks allowing tight integration between PLC and HMI systems. This approach will be used for the solids project.

- The scope assumes up to two graphics workshops (draft and final). Draft workshop will be one day duration and the final workshop will be up to two days duration.
- Up to a maximum of 200 new WIN-911 tags will be added. The programming will be executed using the existing onsite system.
- Configurations of historian and automated reporting to be executed. PEI will provide detailed tag information to WES staff for import and configuration of historian tags. WES staff is responsible for development of desired automated data reporting
- No scope of work, or effort, has been included for any network systems testing, configuration, or startup. The District will be responsible for set up and configuration of District- provided equipment.
- Total PEI onsite testing effort includes up to 80 person days at the site.
- Operations training will include up to 15 days of onsite training for District operations staff.
- Site final software acceptance testing will include five days of formal testing, signoff, and documentation of software functionality with District.
- District staff will participate in software factory testing and final site software testing.
- No factory testing of equipment (drives or package systems) will be provided.
- Software O&M documentation is limited to printouts and electronic copies of the final HMI and PLC programs.

5.1 Control Systems Software Services PM

Consultant shall provide Task 3 project management, billing, and coordination.

Deliverables: Monthly invoices including summary of services provided and budget status summary by task.

5.2 Project Meetings

Consultant shall plan and participate in project meetings related to Task 5 activities including attending construction meetings, and coordinating with vendors.

Deliverables: Meeting notes

5.3 Software Planning – Software Loop Descriptions

Consultant shall review project design control narratives, develop detailed control strategies, incorporate actual IO points and create alarm list in software, identify HMI displays elements, review vendor systems and develop control strategy for integrating vendor system into plant controls and HMI.

Consultant shall develop final software loop descriptions based on the control narratives contained in the Contract Documents as updated in the course of the Process O&M Manual developed under Task 7.1. Software loop descriptions shall define the automated monitoring and control functions to be provided by the PLC and HMI software.

Deliverables: Final software loop descriptions

5.4 Software Programming

Consultant shall perform the following activities:

- PLC programming for each new process systems according to control strategies.
- PLC programming for modifying existing systems.

- HMI programming for new process systems according to the control strategies.
- HMI programming for modifying existing systems.
- PLC and HMI programming for vendor system coordination.

Consultant shall provide control system software programming services based on the final software loop descriptions defined in Task 5.3. The purpose of this task is to configure the PLC and HMI software to perform the functions identified in the process control narratives. The major task items of software configuration shall include:

- PLC programming for new automated monitoring and control functions at the following PLCs:
 - Facility 580
 - Facility 540 PLC
- Wonderware Intouch HMI graphics for the facility improvements. Includes the following major approaches:
 - Draft Graphics Review #1: Consultant shall provide printed copies of up to 5 major process graphics and 3 control popups for review of concepts by District staff before labor is invested in development of all graphics required for the project. Consultant shall lead a graphics review workshop with District staff at the project site to demonstrate the concepts and collect District feedback within one week after the printed copies are provided for review. District staff will provide marked-up copies of the printed graphics identifying the desired changes following the graphics review workshop.
 - Graphics Review #2: Same as draft graphics review #1 except that review #2 will include all major process graphics.
- Add new critical alarms to the existing WIN-911 alarm dialer software

Deliverables:

- Draft Graphics Review Submittal
- Final Graphics Review Submittal

5.5 Factory software acceptance testing:

Consultant shall perform offline software testing in PEI's Portland, Oregon, office. Two days will be coordinated with District staff to demonstrate the proper function of the PLC-HMI links with simulated I/O before the software is taken to the field for final site acceptance testing with actual I/O. The testing will be executed with the final PLC and HMI software configurations developed in PEI's office.

Perform the following activities:

- Bench testing and coordination for all new PLC and HMI code.
- Write simulation logic to the extent possible to test control functions, feedback loops and HMI graphics.
- Coordinate with PIC contractor for control panel checkout, testing and configuration.

5.6 Site Acceptance Testing

Consultant shall perform the following activities:

- Onsite verification of field instrument operation, IO function and wiring.
- Onsite setup and testing of control network hardware and networked field devices.

- Onsite integration and testing of vendor system integration including PLC data and control wiring.
- Create and maintain startup testing documentation.
- Performance testing of each subsystem.
- Coordination with plant staff for final commissioning.

Consultant shall provide control system software site acceptance testing services to confirm that the configured control system software provides the automated monitoring and control functions identified in the final loop descriptions. Major tasks include:

- Functional Test Part 1 (FT1): This effort is entirely the responsibility of the contractor. The tests and documentation are requirements of the contractor as specified in the Contract Documents.
- Functional Test Part (FT2): Repeat the Contractor’s unwitnessed Functional Test Part 1 (FT1) to confirm that the wiring systems and field equipment are ready for software functional testing. This testing requires support by the contractor for simulating field I/O and troubleshooting wiring.
- Software Functional Acceptance Testing: Test the software functions identified in the final loop descriptions on a loop-by-loop basis using actual I/O from field devices. This testing will require multiple testing phases, dictated by the Contractor’s schedule. For the purposes of estimating this effort, possible testing phases are outlined below:
 - Gas detection equipment and truck scale
 - Digester 3 and Dewatering and Digester Control Building
 - Phase 1 - Build new digester, hot water system, digester recirculation pumping system.
 - Phase 2 – Build dewatering feed tank, gas cleaning system (defer startup until cogeneration system started up), dewatering centrifuge system, cake handling conveyors and hopper, polymer system, centrate pumping improvements.
 - Primary switchgear and new transformers for facilities
 - Existing Thickening Building
 - Build digester feed tank, and modify existing thickening building.
 - Existing Digester 1&2
 - Build digester mixing improvements, gas handling improvements.
 - Cogeneration System
 - Startup gas cleaning system constructed earlier. Build cogeneration system improvements.
- Software Training:
 - Train District operations staff to use the new control system software
- Site Software Acceptance Test Completion Documentation
 - Site software acceptance testing: Software testing at project site with District staff to demonstrate the proper function of the PLC-HMI links with actual I/O after functional testing with the contractor has been completed. The testing will be executed with the final PLC and HMI software configurations started up at the project site.

Deliverables: Final site software acceptance test documentation consisting of formal signoff of software functions.

5.7 HMI/SCADA Staff Training

Consultant shall perform the following activities:

- Onsite training with plant staff on how new system operate and how to use the HMI.
- Review all HMI graphics and the functions of each screen element
- Provide on the job assistance to operators as they begin using the new systems.
- Review alarm list and appropriate responses to alarms.
- Review basic troubleshooting for control system equipment.

5.8 HMI O&M Manual and Final Control System Software Documentation

Consultant shall perform the following activities:

- Provide written user manual for HMI system that includes process graphic screen captures and detailed description of associated functions.
- Incorporate as build control functionality description into HMI user manual to provide user with practical description of how the system operates.
- Include alarm list with descriptions and appropriate responses

PEI will provide deliverables to document the final PLC and HMI software configurations.

- Final Software O&M Files

Deliverables:

- Written HMI user manual (draft and final)
- DVDs containing the following (three copied):
 - Final HMI Graphics application
 - Final PLC files
- Electronic files for each of the following software O&M documents:
 - Three 3-ring binders containing the final software O&M document
 - Final software loop descriptions
 - Final software tag list
 - Printed color copies of the HMI main process graphics

Task 6 Construction Management/Field Services

Consultant shall provide one on-site full time Resident Project Representative for duration of project, one part-time Resident Engineer and one full-time Field Inspector for portions of the project duration. The Resident Engineer and Field Inspector shall work under the authority and direction of the Resident Project Representative for construction management of the General Contractor's work. These construction contract management services are based upon the responsibilities, authority and limitations of authority set forth in the Contract Documents for the Resident Project Representative and are further described and limited as follows:

6.1 Responsibilities and Authority of Resident Project Representative

The Resident Project Representative is expected to follow the responsibilities and exercise authority as designated by the Contract Documents.

- 6.1.1 Schedules: Review and monitor Progress Schedule, Schedule of Submittals, and Schedule of Values prepared by contractor and consult with Engineer concerning acceptability.
- 6.1.2 Conferences and Meetings: Conduct or attend meetings with contractor, such as preconstruction conferences, progress meetings, Work conferences and other Project

related meetings.

- 6.1.3 Liaison: (i) Serve as Engineer’s liaison with contractor, working principally through Contractor’s authorized representative, and assist in understanding the intent of the Contract Documents; (ii) assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s onsite operations; (iii) assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 6.1.4 Interpretation of Contract Documents: Inform Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor technical clarifications and interpretations as issued by Engineer, or non-technical clarifications and interpretations of the Contract Documents issued by Owner.
- 6.1.5 Submittals: Receive submittals that are furnished at the Site by Contractor, and notify Engineer of availability for examination. Advise Engineer and Contractor of the commencement of any Work or arrival of materials and equipment at Site, when recognized, requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
- 6.1.6 Modifications: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and provide recommendations to Engineer; transmit to Contractor, in writing decisions as issued by Engineer.
- 6.1.7 Review of Work and Rejection of Defective Work: (i) Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is, in general, proceeding in accordance with the Contract Documents; (ii) inform Engineer and Contractor whenever RPR believes that any Work is defective; (iii) advise Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, whenever RPR believes Work should be uncovered for observation, or requires special testing, inspection, or approval; (iv) monitor to ensure that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (v) observe, record and report to Engineer appropriate details relative to the test procedures and startups; and (vi) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the Engineer.
- 6.1.8 Inspections, Tests, and System Startups: (i) Verify tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; (ii) observe, record, and report to Engineer appropriate details relative to the test procedures and system startups; and (iii) accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
- 6.1.9 Records: (i) Maintain at the Site files for correspondence, conference records, Submittals including Shop Drawings and Samples, reproductions of original Contract Documents including all Addenda, the signed Agreement, Written Amendments, Work Change Directives, Change Orders, Field Orders, additional Drawings issued after the Effective Date of the Agreement, Engineer’s written clarifications and interpretations, progress reports, and other Project related documents; (ii) keep a record of pertinent Site conditions, activities, decisions and events.
- 6.1.10 Reports: (i) Furnish Engineer periodic reports of progress of the Work and of Contractor’s

- compliance with the Progress Schedule and Schedule of Submittals; (ii) consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work; and (iii) assist in drafting proposed Change Orders, Work Change Directives, and Field Orders, and obtain backup material from Contractor as appropriate.
- 6.1.11 Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 6.1.12 Certificates, Operation and Maintenance Manuals: During the course of the Work, verify materials and equipment certificates and operation and maintenance manuals and other data required by Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and ensure these documents have been delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 6.1.13 Substantial Completion: (i) Conduct an inspection in the company of Engineer, Owner, and contractor and prepare a list of items to be completed or corrected; (ii) submit to Engineer a list of observed items requiring completion or correction.
- 6.1.14 Final Completion: (i) Conduct final inspection in the company of Engineer, Owner, and contractor; and (ii) notify Contractor and Engineer in writing of all particulars in which this inspection reveals that the Work is incomplete or defective; and (iii) observe that all items on final list have been completed, corrected, or accepted by Owner and make recommendations to Engineer concerning acceptance.

6.2 Limitations of Authority

Resident Project Representative will not:

- 6.2.1 Have authority to authorize a deviation from Contract Documents or substitution of materials or equipment, unless authorized by Owner; or
- 6.2.2 Exceed the limitations of Engineer's authority as set forth in Contract Documents; or
- 6.2.3 Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's authorized representative; or
- 6.2.4 Advise on, issue directions relative to, or assume control over an aspect of the means, methods, techniques, sequences, or procedures of contractor's work unless such advice or directions are specifically required by the Contract Documents; or
- 6.2.5 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor; or
- 6.2.6 Participate in specialized field or laboratory tests or inspections conducted offsite by others, except as specifically authorized by District; or
- 6.2.7 Accept Shop Drawings or Samples from anyone other than contractor; or
- 6.2.8 Authorize Owner to occupy the Project in whole or in part; or
- 6.2.9 Take an action that would affect Owner's obligations related to scope or schedule of the Work.

Assumptions:

- Assume the RPR and his staff will review approximately 20% submittals. Assume the RPR and his staff will process approximately 20 % of RFIs.
- Assume that the construction manager will work 45 hours per week for the duration of the construction contract, 910 calendar days.
- Assume that an additional one full time equivalent (FTE) will be on site for 24 months.

Task 7 O&M Manual and Startup Support

7.1 Operations and Maintenance Manual

Consultant shall develop an Operations and Maintenance manual describing the operation and maintenance of facilities and systems constructed and modified by this Project. The manual will explain the various primary modes of operation that may be used, including both normal operation and initial emergency operation procedures. The manual will explain the purpose and basic concept of the various processes that are incorporated into the overall facility. Where appropriate, reference will be made to the manufacturer's detailed O&M submittals. It will include instructions for process operations and test or laboratory procedures that may be required to monitor the performance of the facilities.

The manual will be suitable for use as an operational tool and to facilitate operator training. The manual will be produced in a computerized format using commercially available software (MS WORD or Adobe PDF's), suitable for inclusion in an online, electronic O&M manual. The District's existing O&M manual data will remain unchanged except for those facilities and processes modified by the Project.

A draft Manual that describes the operation and maintenance of the new facilities will be prepared and submitted to the District and DEQ for review prior to the 50% point of construction completion. Consultant shall then incorporate District and DEQ review comments into a final updated O&M Manual to be delivered with Final Completion.

Deliverables: Six hard copies (including one unbound copy), four for District, two for DEQ, of the final updated O&M Manual will be prepared for District's use and for submittal to DEQ for approval. Draft and final copies in MS WORD and PDF format.

7.2 Startup Process Support and Training

Consultant will provide engineering and operations and maintenance support during startup.

Consultant will ensure that the new process systems are operating as they were designed. This assistance includes:

- Prepare a Plan of Operation to identify specific actions and related completion dates for startup and operation of new facilities.
- Review Contractor's startup plan
- Troubleshoot operational and process issues during and after startup of each Unit Process
- Provide onsite support during transition of process operating modes.
- Consultant shall witness the performance tests as specified in the Contract Documents, review test reports applicable to the equipment and systems, and make recommendations to the District as to acceptance.
- Provide training for the new and modified process facilities by conducting classroom training and field training using the new process equipment. This instruction shall cover both the basic

operational concept and actual operation of the systems and components under both normal and abnormal operations that are likely to occur.

Task 8 Post Construction, Construction Closeout and Documentation

8.1 Construction Document Closeout

Consultant shall finalize all documentation and project notebooks associated with Consultant support during the design and construction phase, providing any critical information and documentation to the District, and archiving critical backup files and documents.

Consultant shall provide to the District an organized set of hard copy project documents and records only for those items that were submitted in hard copy format. PWCM electronic project records are expected to be the primary source of project documents.

Consultant shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. Consultant will advise the District as to the acceptability and compliance of these documents with the contract for construction.

Consultant shall coordinate submission of letters from structural engineer of record, and Third Party Special Inspector that work is complete.

8.2 Substantial and Final Completion

Consultant shall assist the District in issuing documents for substantial and final completion and acceptance of the work. Consultant will advise the District on payment, and partial release of retention, final payment, release of retention, and release of insurance and bonds.

8.3 Occupancy and Start-Up Permits

Consultant shall assist the District with securing occupancy and start-up permits. As the contract for construction will require the contractor to secure such permits, Consultant will monitor the contractor's efforts and will advise the District of the contractor's progress. Should the District be required to secure such permits, Consultant will assist the District by coordinating final inspections, submitting documents to the governmental agencies and coordinating inspections by the agencies.

8.4 Warranty Period Services

Consultant shall coordinate with the contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the Contract Documents. Consultant shall advise the District as to the acceptability and compliance of these documents with the Contract Documents.

8.5 Record Drawings

During the course of construction, the 3D model will be updated as part of record drawings to reflect changes to structural and mechanical features.

On a monthly basis, as part of the ongoing construction effort, Consultant will update 2-dimensional record drawings on the basis of information furnished by the contractor and field staff. Following substantial completion, these updates will be checked by Consultant field staff against all RFI's and any

changes to design. Field staff shall inspect the contractor redlines monthly, prior to approving contractor pay request.

- No formal updates to specifications will be prepared or performed as part of this work. The field team is anticipated to keep an updated set of specifications in the field office noting changes authorized by the Contract.

Deliverables: 1 electronic copy of half and full-size drawings in PDF and AutoCad formats; 3 hard copies of half-size drawings on bond paper; Updated set of specifications noting authorized changes.

8.6 Oregon DEQ Documentation

Consultant shall assemble project documentation and furnish to DEQ to support SRF Loan closeout. This work is expected to include compiling of change order information, pulling info from PWCM, documenting functional and performance testing, etc. In addition, Consultant will coordinate and submit the following:

- Draft Plan of Operation, and Draft Project Performance Standards, submitted at 50% of construction completion.
- Final Plan of Operation, and Final Project Performance Standards, submitted at 90% of construction completion.
- Summary report, and operational readiness testing (ORT), and show that every device was tested. Demonstrate that all facilities were installed, tested, commissioned and operating as intended.

Task 9 Safety

Consultant shall manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable State and Federal health and safety laws and regulations. Consultant will prepare a Health Safety and Environment (HS&E) Plan covering its staff activities. It is assumed that confined space entry is not required by Consultant employees.

Consultant shall coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Consultant shall coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Consultant staff, or staff of Consultant subcontractors, to unsafe conditions.

Consultant shall notify affected personnel of any site conditions posing an imminent danger to them which Consultant observes.

Consultant is not responsible for health or safety precautions of construction workers. Consultant is not responsible for the contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Task 10 Utility Management Systems

The purpose of this task is to provide assistance with laboratory reporting, data collection during construction, historian updating, and CMMS runtime information integration.

10.1 Laboratory Reporting System

10.1.1 Define New Parameters to be added to Labworks LIMS System.

Some new parameters are expected to derive data from the control system using the District's existing Wonderware and Labworks interface. At time of contracting Labworks is the District's lab software.

HACH WIMS software may be installed by the time this task is implemented and the level of effort is assumed to be equal between these software packages.

- Conduct one workshop with staff to determine new parameters
- Produce findings report
- SCADA staff will provide up to 8 hours of assistance in identifying tag sources.

Deliverable: Final list of new parameters.

10.1.2 Develop Report Mockups Based on New Parameters and Existing Reports.

- Produce report mockups in Excel
- Present mockups to staff

Deliverable: Report mockups

10.1.3 Modify Existing Labworks Reports to Include New Parameters.

- Add new parameters to Labworks
- Configure parameters to gather data from the SCADA system if necessary
- Add parameters to existing reports

Deliverable: Configuration changes to Labworks

Assumptions:

- District already owns Labworks and the Wonderware to Labworks interface.
- District will provide personnel to attend workshops and review deliverables
- Consultant to add up to 100 new parameters to the District's current Labworks system
- Consultant to modify up to 10 reports to include new parameters
- Consultant to modify up to 5 dataviews to facilitate the collection new parameter data

10.2 CMMS Data Collection during Construction

The spreadsheet provided in the bid documents provides information for Contractor to prepare and submit information for all new equipment and systems suitable for inclusion with District's Computerized Maintenance Management System (CMMS). Monthly submission by the contractor of required CMMS data will be required prior to Consultant recommendation for payment of contractor's pay request.

10.3 SCADA Historian Updates

10.3.1 Determine SCADA TAGS to be ADDED to Historian.

- Have up to one 2-hour workshop with District staff and SCADA team to determine required tags to add to the historian and collection parameters.
- Write requirements based on workshop findings
- District staff to review requirements

Deliverable: Requirement document for adding tags to the Historian

10.3.2 Add SCADA TAGS to the Historian and QAQC.

- Consultant will provide list of tags and District will add required tags to existing historian using determined collection parameters.
- Consultant to quality check data collected for new historian tags.

Deliverable: Historian configured with new tags.

Assumptions:

- District to provide Historian
- District to provide personnel to determine new historian tags.
- District, assisted by Consultant, to add up to 300 tags into the Wonderware historian.

10.4 Integration of SCADA Runtimes into CMMS System

10.4.1 Determine SCADA Run Time Tags to be delivered to the CMMS System.

- Have up to one 2-hour workshop with District staff and SCADA team to determine required run time tags to be monitored.
- Create list of tags based on workshop findings
- District staff to review list

Deliverable: List of run time tags

10.4.2 Create Daily Runtime CSV file from Historian.

- Produce daily runtime CSV file formatted by data, tagname, and value.

Deliverable: CSV file for runtime values

10.4.3 Assumptions

- District's CMMS system uses an automated feature to upload run time data from CSV files.

Additional Services

The following services shall be considered as Additional Services. No budget has been included for Consultant to support the following:

- Services necessary due to the default of the Contractor.
- Services for the investigation and analysis of contractor claims or preparation of reports on contractor claims except as specifically described in above scope of work. Provision of professional claims analysis services; participation in litigation or alternative dispute resolution of claims.
- Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the District.

Project Schedule – Amendment No. 3

The services during construction services described and required herein shall be completed in a timely manner based on the District's intent to receive bids in May 2018, Contractor Notice to Proceed in July 2018 and the completion of construction in 910 calendar days.

Budget – Amendment No. 3

Staff (except Construction Manager, Resident Engineer and Construction Inspector) will bill at a raw labor multiplier of 3.15. Field staff, (Construction Manager, Resident Engineer and Construction Inspector) will bill at a raw labor multiplier of 2.7.

EXHIBIT A – SCOPE OF WORK

Labor billing rates are current at the time of the execution of the agreement and will be adjusted annually (January 1) per the Bureau of Labor and Statistics Consumer Price Index – Seattle Area CPI-All Urban Consumers.

The current authorized compensation limit for services performed under this scope of work shall not exceed the amount shown in Exhibit B. Exhibit B also shows the basis for labor and expenses used to develop the fee.

Tri City WRRF Solids Handling Improvements Services During Construction	Project Manager	Design Manager	Construction Manager	Senior Consultant	Field Inspector	Resident Engineer	Cogen Process Lead	Digestion Process Lead	Dewatering Process Lead	Heating Water Process Lead	Odor Control Process Lead	Mechanical Engineer	Civil Engineer	Geotechnical Engineer	Structural Engineer	Lead Architect	Building Mechanical Engineer	Electrical Engineer	Lead I&C Engineer	Staff I&C Engineer	UMS Database Programmer	Cost Estimating	Schedule Consultant	QC Manager	Lead CAD Technician	Staff CAD Technicians	Project Assistant	Repro
	Brady Fuller	Ben Herman	Brian Gomolski	Dave Parry/ Dave Oerke	TBD	TBD	Brett Reislad	Cameron Clark	Marielena Hatzigeorgiou	Jason Krumsick	Ken Galardi	Nate Ebbs	Josh Havig	Mike Eller	Rich Forrest	Ed Pieterick	Jim Seckinger	Toby Palin	Sleve Blaine	J Parsons	Mike Denison	Tom Jones	Kylie Camson	Josh Koch	Phil Long		Cuylla Shelton	Craig Koehler
Rate	\$228.00	\$229.00	\$217.75	\$260.00	\$125.00	\$125.00	\$203.25	\$174.10	\$210.78	\$188.47	\$208.78	\$186.34	\$97.02	\$153.34	\$181.05	\$215.36	\$192.61	\$178.12	\$222.00	\$149.12	\$176.84	\$229.00	\$195.87	\$188.73	\$105.64	\$103.65	\$102.34	\$78.64
1.0 Project Management																												
1.1 Progress Meetings and Updates	360	536																										360
1.2 Project Work Plan	12	0																										
1.3 Monthly Narrative Report and Invoice	80																											80
2.0 Partnering	80																											
3.0 Engineering Services During Construction																												
3.1 Conformed Documents		24					8	16	16	8	8	16	16	8	8	8	12	16	4	8				4	32	108		16
3.2 Document Management System and Procedures		0				0													0	0								
3.3 Site Coordination	8	8					0	0	0	0	0	0	0	0	0				0	0								
3.4 Construction Contract Administration		0				0																						
3.6 Contract Changes		160					16	24	24	16	8	24	24	24	64	16	24	40		40		80						80
3.6 Project Controls																							72					
3.7 Claims and Disputes	24									38																		12
3.8 Interpretation of Contract Documents (RFIs)		120					60	100	100	60	48	60	48	60	80	32	68	80	16	40								40
3.9 Submittals/Shop Drawing Reviews		216					190	225	225	160	130	275	145	120	285	115	175	285	80	150								145
3.10 Proposed Substitutions								16	8	8		16			12	8	8	16		12								
3.11 Design Team Visits							124	16	0	114	24	48	16	24	48	8	32	68	8	32								
3.12 Testing, Inspection and Survey Services														100	240					32								
4.0 Public Outreach Support		16													16													
5.0 Control System Software Services																				40	124							
5.1 Control Systems Software Services PM																				30	90							
5.2 Project Meetings																				30	90							
5.3 Software Planning - Software Loop Descriptions																				30	90							
5.4 Software Programming																				30	90							
5.5 Factory Software Acceptance Testing																												
5.6 Site Acceptance Testing																												
5.7 HMUSCADStaff Training							40	40	40		16						40	40			80							
5.8 HMI O&M Manual/Final Control system Software Documentation			5946			4834																						
6.0 Contract Management/Field Services																												
7.0 O&M Manual and Startup Report																												
7.1 Operations and Maintenance Manual		16				94	40	80	80	32	24	48					16	40	12	40							80	16
7.2 Startup Process Support and Training					100	0	40	40	16	16	16						40	40		80								80
8.0 Post Construction, Construction Closeout and Documentation																												
8.1 Construction Document Closeout		16					4	8	8	4	4	4		4	4		4	4		4								
8.2 Substantial and Final Completion	8					8																						
8.3 Occupancy and Start-Up Permits						0																						
8.4 Warranty Period Services (not authorized)																												
8.5 Record Drawings		24				80																			188	800		12
8.6 Oregon DEQ Documentation						40																						16
9.0 Safety																												
10.0 Utility Management Systems																												
10.1 Laboratory Reporting System		4																		16	120							
10.2 CMMS Data Collection During Construction																				0	0							
10.3 SCADA Historian Updates																				0	0							
10.4 Integration of SCADA Runtimes into CMMS System																				0	0							
Total Hours	556	1,135	5,946	100	-	5,056	532	565	517	454	278	491	249	340	741	203	447	657	230	928	120	80	72	34	200	1,026	885	32
	\$ 127,324	\$ 259,915	\$ 1,294,857	\$ 26,000	\$ -	\$ 632,000	\$ 108,129	\$ 98,365	\$ 108,962	\$ 86,021	\$ 57,484	\$ 91,483	\$ 24,158	\$ 52,134	\$ 134,198	\$ 43,718	\$ 86,098	\$ 117,695	\$ 52,670	\$ 138,387	\$ 21,221	\$ 18,320	\$ 14,103	\$ 6,451	\$ 21,128	\$ 106,344	\$ 90,574	\$ 2,517
All staff billed at 3.15 raw labor multiplier																												

Tri City WRRF Solids Handling Improvements Services During Construction					TOTAL LABOR & EXPENSES
	Labor Hours	Labor Dollars	PEI	Expenses	
	Rate				
1.0 Project Management	0	\$ -	\$0	\$0	\$ -
1.1 Progress Meetings and Updates	1256	\$ 242,028	\$0	\$0	\$ 242,028
1.2 Project Work Plan	12	\$ 2,748	\$0	\$0	\$ 2,748
1.3 Monthly Narrative Report and Invoice	120	\$ 19,881	\$0	\$0	\$ 19,881
2.0 Partnering	80	\$ 18,320	\$0	\$2,400	\$ 20,720
3.0 Engineering Services During Construction	0	\$ -	\$0	\$0	\$ -
3.1 Conformed Documents	336	\$ 49,260	\$0	\$500	\$ 49,760
3.2 Document Management System and Procedures	0	\$ -	\$0	\$0	\$ -
3.3 Site Coordination	16	\$ 3,664	\$0	\$600	\$ 4,264
3.4 Construction Contract Administration	0	\$ -	\$0	\$0	\$ -
3.5 Contract Changes	694	\$ 129,280	\$0	\$0	\$ 129,280
3.6 Project Controls	72	\$ 14,103	\$0	\$0	\$ 14,103
3.7 Claims and Disputes	72	\$ 13,545	\$0	\$0	\$ 13,545
3.8 Interpretation of Contract Documents (RFIs)	1040	\$ 192,410	\$5,600	\$0	\$ 198,010
3.9 Submittals/Shop Drawing Reviews	2900	\$ 527,425	\$5,600	\$0	\$ 533,025
3.10 Proposed Substitutions	104	\$ 19,061	\$0	\$0	\$ 19,061
3.11 Design Team Visits	600	\$ 111,137	\$0	\$10,560	\$ 121,697
3.12 Testing, Inspection and Survey Services	372	\$ 63,558	\$0	\$2,600	\$ 66,158
4.0 Public Outreach Support	60	\$ 10,012	\$0	\$500	\$ 10,512
5.0 Control System Software Services	0	\$ -	\$0	\$0	\$ -
5.1 Control Systems Software Services PM	164	\$ 27,651	\$21,000	\$0	\$ 48,651
5.2 Project Meetings	120	\$ 20,291	\$21,000	\$0	\$ 41,291
5.3 Software Planning - Software Loop Descriptions	120	\$ 20,291	\$63,510	\$0	\$ 83,802
5.4 Software Programming	120	\$ 20,291	\$153,790	\$0	\$ 174,081
5.5 Factory Software Acceptance Testing	0	\$ -	\$59,574	\$0	\$ 59,574
5.6 Site Acceptance Testing	0	\$ -	\$87,712	\$0	\$ 87,712
5.7 HMIS/SCADA Staff Training	296	\$ 53,632	\$15,746	\$0	\$ 69,378
5.8 HMI O&M Manual/Final Control system Software Documentation	0	\$ -	\$17,059	\$0	\$ 17,059
6.0 Contract Management/Field Services	10780	\$ 1,899,107	\$0	\$0	\$ 1,899,107
7.0 O&M Manual and Startup Report	0	\$ -	\$0	\$0	\$ -
7.1 Operations and Maintenance Manual	618	\$ 102,708	\$0	\$500	\$ 103,208
7.2 Startup Process Support and Training	468	\$ 85,793	\$0	\$2,540	\$ 88,333
8.0 Post Construction, Construction Closeout and Documentation	0	\$ -	\$0	\$0	\$ -
8.1 Construction Document Closeout	68	\$ 13,307	\$0	\$0	\$ 13,307
8.2 Substantial and Final Completion	16	\$ 2,832	\$0	\$525	\$ 3,357
8.3 Occupancy and Start-Up Permits	0	\$ -	\$0	\$0	\$ -
8.4 Warranty Period Services (not authorized)	0	\$ -	\$0	\$0	\$ -
8.5 Record Drawings	1162	\$ 125,491	\$0	\$0	\$ 125,491
8.6 Oregon DEQ Documentation	52	\$ 6,228	\$2,660	\$0	\$ 8,888
9.0 Safety	16	\$ 1,637	\$0	\$0	\$ 1,637
10.0 Utility Management Systems	0	\$ -	\$0	\$0	\$ -
10.1 Laboratory Reporting System	140	\$ 24,523	\$3,360	\$0	\$ 27,883
10.2 CMMS Data Collection During Construction	0	\$ -	\$0	\$0	\$ -
10.3 SCADA Historian Updates	0	\$ -	\$6,720	\$0	\$ 6,720
10.4 Integration of SCADA Runtimes into CMMS System	0	\$ -	\$7,489	\$0	\$ 7,489
Total Hours	21,874	\$ 3,820,214	\$0	\$0	\$ 4,311,758
		\$ 3,820,214	\$ 470,819	\$ 20,725	
				Labor	\$3,820,214
				Expenses	\$491,544
				5% markup on Subconsultants	\$23,541
				Rounded, not to exceed	\$ 4,335,299



Gregory L. Geist
Director

August 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Purchase from Evoqua Water Technologies LLC for
Bioxide for Water Environment Services Wastewater Treatment Plants**

Purpose/ Outcomes	To authorize the purchase of Bioxide from Evoqua Water Technologies LLC for the next ten (10) years
Dollar Amount and Fiscal Impact	Estimated \$150,000 per year, with a not to exceed amount of \$1,500,000 for a ten year period.
Funding Source	District funds. No general funds involved.
Duration	Approval through 6/30/2028
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none">1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and a vibrant economy.2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Contact Person	Andrew Robins, Field Operations Supervisor x2817

BACKGROUND:

Bioxide is a proprietary product that assists plant operations with odor control and hydrogen sulfide generation, in addition to protecting the collections system assets. This proprietary product is only available through this vendor. The plants and pump stations have installed infrastructure such as tanks, piping, and dosing pumps specifically for the proprietary Bioxide product. It is anticipated that the plants will need to continue purchasing Bioxide for at least the next ten (10) years. WES is requesting approval to place periodic orders for Bioxide from Evoqua Water Technologies LLC over the next ten (10) years as supplies are needed. The price for Bioxide fluctuates over time based on market conditions.

In accordance with LCRB C-047-0275, the Procurement Division issued a notice of intent to award a sole source contract on July 17, 2018. The protest period closed on July 24, 2018 and no protests were received. WES will work with the Procurement Division to issue periodic purchase orders to Evoqua Water Technologies LLC as Bioxide is needed.

County Counsel has reviewed and approved the standard County Purchase Order and has no concerns with this transactional process.

RECOMMENDATION:

Staff recommends the Board of County Commissioners authorize Water Environment Services, in coordination with the Procurement Division, to issue purchase orders for Bioxide as needed over the next ten (10) years for an amount not to exceed \$1,500,000.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist, Director

Placed on the Agenda of _____ by the Procurement Division