

# AGENDA

## \*Revised

1. Added A.13-19, D.1 – Removed II.1
2. Added E.1

**Thursday, July 22, 2021 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2021-60

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. 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 Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon for Older Adult Peer Support Services. Amendment adds \$19,498.88 for a maximum grant value of \$175,489.91. Funded through Federal pass through and State of Oregon, Mental Health Program. No County General Funds are involved. – BH
2. Approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addiction Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services. Amendment will add \$87,976.43 for a maximum grant valued of \$791,797.79. Funded through Federal pass through and State of Oregon, Mental Health Program. No County General Funds are involved. – BH
3. Approval of the Subrecipient Agreement with the Clackamas County Children's Commission for the Help Me Grow Program. Maximum contract value is \$72,000 funded through Health Share of Oregon Grant. No County General Funds are involved. – PH
4. Approval of Agreement with Oregon Department of Transportation, Rail & Public Transit Division, for FTA 5311 Rural Transportation Funds for Operations Funding for Mt. Hood Express. Maximum agreement of \$636,999 through Special Transportation Funds and \$9,500 County General Funds. – SS

5. Approval to Apply for a Grant from Oregon Department of Education Youth Development Division for Youth and Community to Fund PreventNet Community School Sites in Clackamas County. Total of \$1,000,000 (\$50,000 per PreventNet Site, per year for two years). Funded through the Oregon Department of Education, Youth Development Division. No County General Funds are involved. – CFCC
6. Approval of Interagency Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement is \$177,884, funded through the Older American Act, Ride Connection pass-through and Low Income Home Energy Assistance Program. No County General Funds are involved. – SS
7. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for 5310 Enhanced Mobility Funds for Preventative Maintenance, and Operations Funding for Mt. Hood Express, Transportation Reaching People and Transportation Services to Boring. Maximum agreement is \$215,111, funded through the Federal Transit Administration 5310 Elderly Disabled Transportation Grant. No County General Funds are involved. – SS
8. Approval of a Local Subrecipient Grant Agreement Amendment #4 with Lifeworks Northwest to Provide Relief Nursery Services in Clackamas County. Amendment adds \$72,000 for a maximum value of \$290,260 and extends the end date to June 30, 2022. Funded through County General Funds. – CFCC
9. Approval of Interagency Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents. Maximum agreement is \$82,728, funded through the Older American Act Ride Connection pass-through and Low Income Home Energy Assistance Program. No County General Funds are involved. – SS
10. Approval of Interagency Subrecipient Agreement with Friends of Canby Adult Center to Provide Social Services for Clackamas County Residents. Maximum agreement is \$236,735, funded through the Older American Act Ride Connection pass-through and Low Income Home Energy Assistance Program. No County General Funds are involved. – SS
11. Approval of interagency Subrecipient Agreement with City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement is \$194,706, funded through the Older American Act Ride Connection pass-through and Low Income Home Energy Assistance Program. No County General Funds are involved. – SS
12. Approval of a Local Subrecipient Grant Amendment #2 with Immigration & Refugee Community Organizations (IRCO) to Provide Kindergarten Readiness Partnership & Innovation Summer Extension Services. Amendment adds \$12,527 for a maximum value of \$47, 527 and extends the end date to September 30, 2021. Funded through the State of Oregon, Department of Education through its Early Learning Division. No County General Funds are involved. – CFCC
13. \*Approval of a Contract with Alpha Energy Savers, Inc. for the Weatherization Major Measure Contractors. Total contract value is \$1,050,000, funded through Oregon Housing and Community Services. No County General Funds are involved. – CFCC

14. \*Approval of a Contract with Electech Lighting and Electric for the Weatherization Specialty Contractors. Total contract value is \$900,000, funded through Oregon Housing and Community Services. No County General Funds are involved. – CFCC
15. \*Approval of a Contract with Energy Comfort Construction for the Weatherization Major Measure and Specialty Contractors. Total contract value is \$1,950,000 through Oregon Housing and Community Services. No County General Funds are involved. – CFCC
16. \*Approval of a Contract with Four Seasons Heating and Air Conditioning for the Weatherization Specialty Contractors. Total contract value is \$900,000 through Oregon Housing and Community Services. No County General Funds are involved. – CFCC
17. \*Approval of Contract with Good Energy Retrofit for the Weatherization Major Measure Contractors. Total contract value is \$1,050,000 through Oregon Housing and Community Services. No County General Funds are involved. – CFCC
18. \*Approval of Contract with Green Energy Solutions for the Weatherization Major Measure Contractors. Total contract value is \$1,050,000 through Oregon Housing and Community Services. No County General Funds are involved. – CFCC
19. \*Approval of a Contract with Richart Family, Inc. for the Weatherization Major Measure Contractors. Total contract is \$1,050,000 through Oregon Housing and Community Services. No County General Funds are involved. – CFCC

**B. Department of Transportation and Development**

1. Approval of a Contract with Eagle-Elsner, Inc. for the Arista Area Paving Package. Contract value is \$238,182.50, funded through the Community Road Fund. No County General Funds are involved.
2. Approval of a Contract with Pacific Landscape Services, Inc. for Landscape Services. Total Contract not to Exceed \$1,463,880, including \$450,000 for on-call Services. Funded through County Road Fund. No County General Funds are involved.

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**D. Business and Community Services**

- \*1. Approval of a Purchase from Structured Communications Systems, Inc. for Palo Alto Firewall Hardware, Software, and Maintenance. The purchase and three years of maintenance is \$262,762.84 through County General Funds.

**E. County Counsel**

- \*1. Approval of an advance from Metro of \$3,000,000, with the option to request an additional \$2,000,000. Funding is to provide supportive housing services (SHS) to be repaid through the County's disbursement of imposed income taxes collected by Metro.

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

1. Approval of Subrecipient Grant Agreement 22-015 between North Clackamas Recreation District and Health, Housing and Human Services, Social Division. Agreement not to exceed \$424,192, funded through the Older American Act, Oregon Department of Human Services, State Unit on Aging, Federal Transportation Administration funds, through Ride Connection, Inc. and other funds. No County General Funds are involved.

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

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. 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>**

July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon for Older Adult Peer Support Services

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Provides peer support services for older adults in Clackamas County, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues. |
| <b>Dollar Amount and Fiscal Impact</b> | Amendment #01 adds \$19,498.88; increasing the maximum grant value to \$175,489.91.   |
| <b>Funding Source</b>                  | No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement. |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on September 30, 2021.  |
| <b>Previous Board Action</b>           | Agreements reviewed and approved February 6, 2020, Agenda 020620-A4.  |
| <b>Strategic Plan Alignment</b>        | Ensuring healthy, safe and secure communities through the provision of substance use and mental health services.  |
| <b>Counsel Review</b>                  | Reviewed and approved June 29, 2021 (AN).   |
| <b>Procurement Review</b>              | Was the item processed through Procurement? No<br>Subrecipient agreements and amendments do not require Procurement review.   |
| <b>Contact Person</b>                  | Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305   |
| <b>Contract No.</b>                    | 9403  |

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Older Adult Peer Support Services. Services support Clackamas County residents, sixty-five (65) years and older, at risk of substance use and/or abuse or with co-occurring mental health and substance use/abuse issues. This Amendment extends the term of the Agreement three (3) months to ensure no gap in services while a formal procurement process is completed.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. Amendment #01, effective July 1, 2021 through September 30, 2021, adds \$19,498.88 to the value of the Agreement.

**RECOMMENDATION:**

Staff recommends Board approval of this Amendment.

Respectfully submitted,

Rodney Cook, Interim Director  
Health, Housing & Human Services Department

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                             |  |  |
|-----------------------------|--|--|
| <b>H3S Contract #:</b> 9403 | <b>Division:</b> BH                      | <input checked="" type="checkbox"/> Subrecipient             |
| <b>Board Order #:</b>       | <b>Contact:</b> Russell, Angela          | <input type="checkbox"/> Revenue                             |
|                             | <b>Program Contact:</b><br>Brink, Angela | <input checked="" type="checkbox"/> Amend # 1 \$ \$19,498.88 |
|                             |  | <input checked="" type="checkbox"/> Procurement Verified     |
|                             |  | <input checked="" type="checkbox"/> Aggregate Total Verified |

Non 3CC Item     BCC Agenda    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** Mental Health & Addiction Association of Oregon^

**CONTRACT AMOUNT:** \$175,489.91

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract        | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement         | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement    | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ - _____ | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input checked="" type="checkbox"/> Upon Signature _____ - _____   | <input checked="" type="checkbox"/> Biennium _____ - _____             |
| <input checked="" type="checkbox"/> Other 7/1/2021 - 9/30/2021     | <input checked="" type="checkbox"/> Retroactive Request? _____ - _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived

If no, explain why:

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

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

Yes by: Naylor, Andrew    Date Approved: Tuesday, June 29, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

|   |  |
|---|--|
|   | New Agreement/Contract                       |
| X | Amendment/Change Order Original Number _____ |

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Behavioral Health**

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

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: Mental Health & Addiction Association of Oregon^** \_\_\_\_\_

**BOARD AGENDA ITEM**

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

**DATE: 7/22/2021** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021 and adds \$19,498.88 for the additional months of service.

**H3S CONTRACT NUMBER: 9403** \_\_\_\_\_

## Subrecipient Amendment

Subrecipient Agreement Number: 20-026 (BH 9403)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: The Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon

Amendment Requested By: Mary Rumbaugh

Changes:  Scope of Service

Agreement Budget

Agreement Time

Other: Updates contacts

This Amendment #1 is entered into between the Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on February 6, 2020.

### Justification for Amendment:

The Agreement provides residential treatment services.

This Amendment #1 extends the term of Agreement by an additional three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment #1 also updates financial reporting dates, and the County's grant accountant and program supervisor.

Compensation of \$19,498.88 is added for the additional months of service, increasing the Agreement grant amount to \$175,489.91.

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

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**AMEND Clackamas County Data, Grant Accountant:**

|  |
|--|
| Grant Accountant: Ke`ala Adolpho   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>(503) 742-5410<br>KAdolpho@clackamas.us |

**TO READ:**

|   |
|---|
| Grant Accountant: <b>Nicole Unck</b>  |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br><b>(503) 742-5430</b><br><b>NUnck@clackamas.us</b> |

**AMEND Clackamas County Data, Program Supervisor:**

|   |
|---|
| Program Supervisor: Naomi Caster  |
| Clackamas County – Behavioral Health Division<br>2051 Kaen Road, Suite 154<br>Oregon City, OR 97045<br>(503) 742-5379<br>NCaster@clackamas.us |

**TO READ:**

|  |
|--|
| Program Supervisor: <b>Angela Brink</b>  |
| Clackamas County – Behavioral Health Division<br>2051 Kaen Road, Suite 154<br>Oregon City, OR 97045<br><b>(503) 742-5318</b><br><b>ABrink@clackamas.us</b> |

**AMEND Recitals #2:**

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

**TO READ:**

WHEREAS, COUNTY holds *Intergovernmental Agreements* (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

**AMEND Section 1 of the Agreement:**

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

**TO READ:**

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

**AMEND Section 3 of the Agreement:**

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

**TO READ:**

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 **and IGA No. 166036 awarded on May 25, 2021, which are** the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”) Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver

**Mental Health & Addictions Association of Oregon #9403 – Older Adult Peer Support Services**

*Subrecipient Agreement 20-026 – Amendment #1*

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any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

**AMEND Section 4 of the Agreement:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$155,991.03**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$149,161.87** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$6,829.16** in other funds are provided for funding of other items in the program budget.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$175,489.91**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$167,807.10** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$7,682.81** in other funds are provided for funding of other items in the program budget.

**AMEND Section 9b of the Agreement:**

b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

**TO READ:**

- b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing and within 15 days, whenever there is a likely or actual change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within SUBRECIPIENT's organization.

**ADD Amendment Budget to Exhibit B, Subrecipient Program Budget:**

| <b>OLDER ADULT A&amp;D PEER SUPPORT<br/>2021 AMENDMENT BUDGET</b> |           | JUL-SEP 2021     |
|---|-----------|------------------|
| <b>FEDERALLY FUNDED EXPENDITURES</b>                              |           |                  |
| <b>Personnel Services</b>   |           |                  |
| Salary  | \$        | 11,658.75        |
| Payroll taxes   | \$        | 1,218.34         |
| Workers Compensation  | \$        | 30.31            |
| Benefits  | \$        | 2,029.34         |
| <i>Personnel Services Total</i>                                   | <i>\$</i> | <i>14,936.74</i> |
| <b>Materials, Supplies &amp; Services</b>                         |           |                  |
| <u>Contractual</u>  |           |                  |
| Web Works   | \$        | 85.00            |
| <u>Travel and Transportation</u>                                  |           |                  |
| Local Travel  | \$        | 1,017.90         |
| Peerpocalypse   | \$        | 264.63           |
| <i>Materials, Supplies &amp; Services Total</i>                   | <i>\$</i> | <i>1,367.53</i>  |
| <b>Operating Expenses</b>   |           |                  |
| Continuing Education/Training                                     | \$        | 169.65           |
| Fees, Licenses & Permits  | \$        | 98.96            |
| Program Supplies  | \$        | 125.00           |
| Copies  | \$        | 60.00            |
| Postage   | \$        | 12.50            |
| Phone   | \$        | 179.83           |
| <i>Operating Expenses Total</i>                                   | <i>\$</i> | <i>645.94</i>    |
| <i>Federal Subtotal</i>   | <i>\$</i> | <i>16,950.21</i> |
| <b>Federal Indirect - 10%</b>                                     | <b>\$</b> | <b>1,695.02</b>  |
| <b>FEDERAL TOTAL</b>  | <b>\$</b> | <b>18,645.23</b> |

| NON-FEDERAL FUNDED EXPENDITURES |                       |                     |
|---------------------------------|-----------------------|---------------------|
| Client Engagement and Support   | \$                    | 125.00              |
| Equipment Lease - Copier        | \$                    | 29.18               |
| Rent - Office                   | \$                    | 588.12              |
|                                 | <i>State Subtotal</i> | \$ 742.30           |
| Non-Federal Indirect - 15%      | \$                    | 111.35              |
| <b>NON-FEDERAL FUNDS</b>        |                       | <b>\$ 853.65</b>    |
| <b>TOTALS</b>                   |                       | <b>\$ 19,498.88</b> |

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

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by July 15, 2021 for June 30, 2021 expenses.

**TO READ:**

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 15, 2021 for September 30, 2021** expenses.

**AMEND Section 4 of Exhibit D, Required Financial Reporting and Reimbursement Request:**

4. Request for Reimbursement shall be submitted electronically to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us), [NCaster@clackamas.us](mailto:NCaster@clackamas.us) and [MWestbrook@clackamas.us](mailto:MWestbrook@clackamas.us)

**TO READ:**

4. Request for Reimbursement shall be submitted electronically to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us) and [MWestbrook@clackamas.us](mailto:MWestbrook@clackamas.us)

**AMEND the Reporting Schedule of Exhibit E, Performance Reporting:**

| Reporting Schedule           |                               |                                |
|------------------------------|-------------------------------|--------------------------------|
|                              | Reporting Period              | Report Due                     |
| <b>1<sup>st</sup> Report</b> | July 1 – September 30, 2019   | No later than October 30, 2019 |
| <b>2<sup>nd</sup> Report</b> | October 1 – December 31, 2019 | No later than January 30, 2020 |
| <b>3<sup>rd</sup> Report</b> | January 1 – March 31, 2020    | No later than April 30, 2020   |
| <b>4<sup>th</sup> Report</b> | April 1 – June 30, 2020       | No later than July 30, 2020    |
| <b>5<sup>th</sup> Report</b> | July 1 – September 30, 2020   | No later than October 30, 2020 |
| <b>6<sup>th</sup> Report</b> | October 1 – December 31, 2020 | No later than January 30, 2021 |

|                              |                            |                              |
|------------------------------|----------------------------|------------------------------|
| <b>7<sup>th</sup> Report</b> | January 1 – March 31, 2021 | No later than April 30, 2021 |
| <b>8<sup>th</sup> Report</b> | April 1 – June 30, 2021    | No later than July 30, 2021  |

**TO READ:**

| <b>Reporting Schedule</b>    |                                    |                                       |
|------------------------------|------------------------------------|---------------------------------------|
|                              | <b>Reporting Period</b>            | <b>Report Due</b>                     |
| <b>1<sup>st</sup> Report</b> | July 1 – September 30, 2019        | No later than October 30, 2019        |
| <b>2<sup>nd</sup> Report</b> | October 1 – December 31, 2019      | No later than January 30, 2020        |
| <b>3<sup>rd</sup> Report</b> | January 1 – March 31, 2020         | No later than April 30, 2020          |
| <b>4<sup>th</sup> Report</b> | April 1 – June 30, 2020            | No later than July 30, 2020           |
| <b>5<sup>th</sup> Report</b> | July 1 – September 30, 2020        | No later than October 30, 2020        |
| <b>6<sup>th</sup> Report</b> | October 1 – December 31, 2020      | No later than January 30, 2021        |
| <b>7<sup>th</sup> Report</b> | January 1 – March 31, 2021         | No later than April 30, 2021          |
| <b>8<sup>th</sup> Report</b> | April 1 – June 30, 2021            | No later than July 30, 2021           |
| <b>9<sup>th</sup> Report</b> | <b>July 1 – September 30, 2021</b> | <b>No later than October 30, 2021</b> |

**AMEND Section 2 of Incident Reporting Procedure of Exhibit E, Performance Reporting:**

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: [NCaster@clackamas.us](mailto:NCaster@clackamas.us)

**TO READ:**

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: [ABrink@clackamas.us](mailto:ABrink@clackamas.us)

**AMEND Exhibit F, Final Financial Report:**

|  |   |
|--|---|
| <b>PROJECT NAME: Older Adult A&amp;D Peer Support</b><br>(Fund Source: Community Mental Health Block Grant, CFDA 93.958) | <b>Agreement #: 20-026</b><br><b>Date of Submission: XX/XX/XX</b> |
| <b>SUBRECIPIENT: MENTAL HEALTH &amp; ADDICTION ASSOCIATION OF OREGON</b>   |   |
| <b>Has Subrecipient submitted all requests for reimbursement? Yes / No</b>   |   |
| <b>Has Subrecipient met all programmatic closeout requirements? Yes / No</b>   |   |

### Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

|   |                     |
|---|---------------------|
| Total Federal Funds authorized on this Agreement:                         | <b>\$149,161.87</b> |
| Year-to-Date Federal Funds requested for reimbursement on this Agreement: |                     |
| Total Federal Funds received on this Agreement:                           |                     |
| Total Other Funds authorized on this Agreement:                           | <b>\$6,829.16</b>   |
| Year-to-Date Other Funds requested for reimbursement on this Agreement:   |                     |
| Total Other Funds received on this Agreement:                             |                     |
| Balance of unexpended Federal Funds (Line 1 minus Line 3):                |                     |
| Balance of unexpended Other Funds (Line 4 minus Line 6):                  |                     |

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**Mental Health & Addictions Association of Oregon #9403 – Older Adult Peer Support Services**

Subrecipient: Agreement 20-026 – Amendment #1

Page 9 of 10

**TO READ:**

|  |   |
|--|---|
| <b>PROJECT NAME: Older Adult A&amp;D Peer Support</b><br>(Fund Source: Community Mental Health Block Grant, CFDA 93.958) | <b>Agreement #: 20-026</b><br><b>Date of Submission: XX/XX/XX</b> |
| <b>SUBRECIPIENT: MENTAL HEALTH &amp; ADDICTION ASSOCIATION OF OREGON</b>   |   |
| <b>Has Subrecipient submitted all requests for reimbursement? Yes / No</b>   |   |
| <b>Has Subrecipient met all programmatic closeout requirements? Yes / No</b>   |   |

**Final Financial Report**

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

|   |                     |
|---|---------------------|
| Total Federal Funds authorized on this Agreement:                         | <b>\$167,807.10</b> |
| Year-to-Date Federal Funds requested for reimbursement on this Agreement: |                     |
| Total Federal Funds received on this Agreement:                           |                     |
| Total Other Funds authorized on this Agreement:                           | <b>\$7,682.81</b>   |
| Year-to-Date Other Funds requested for reimbursement on this Agreement:   |                     |
| Total Other Funds received on this Agreement:                             |                     |
| Balance of unexpended Federal Funds (Line 1 minus Line 3):                |                     |
| Balance of unexpended Other Funds (Line 4 minus Line 6):                  |                     |

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

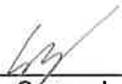
**MENTAL HEALTH & ADDICTIONS  
ASSOCIATION OF OREGON**

**COUNTY OF CLACKAMAS**

Janie Gullickson 06/25/2021  
Authorized Signature Date

Tootie Smith Date  
Chair, Board of County Commissioners

Janie Gullickson, Executive Director  
Name / Title (Printed)

**Approved as to form:**  
 06/29/2021  
County Counsel Date

July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addiction Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Provides peer support services for Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery.                                      |
| <b>Dollar Amount and Fiscal Impact</b> | Amendment #01 add \$87,976.43; increasing the maximum grant value to \$791,787.79.  |
| <b>Funding Source</b>                  | No County General Funds are involved. Federal pass-through and non-federal funds provided by the State of Oregon, Community Mental Health Program (CMHP) fund this Agreement. |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on September 30, 2021.  |
| <b>Previous Board Action</b>           | Agreement reviewed and approved February 6, 2020, Agenda Item 020620-A5.  |
| <b>Strategic Plan Alignment</b>        | Ensuring healthy, safe and secure communities through the provision of alcohol and drug recovery services.  |
| <b>Counsel Review</b>                  | Reviewed and approved June 29, 2021 (AN)  |
| <b>Procurement Review</b>              | Was the item processed through Procurement? No<br>Subrecipient agreements and amendments are not processed through Procurement.   |
| <b>Contact Person</b>                  | Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305   |
| <b>Contract No.</b>                    | 9372  |

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a Subrecipient Agreement with The Mental Health & Addictions Association of Oregon (MHA AO) for Alcohol and Drug Recovery Peer Delivered Services. Services support Clackamas County residents at risk of substance use and/or abuse or in alcohol and drug recovery. This Amendment extends the term of the Agreement three (3) months to ensure no gap in services while a formal procurement process is completed.

The Mental Health & Addictions Association of Oregon is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. MHAO works collaboratively with Behavioral Health to provide peer delivered services to Clackamas County residents.

Amendment #01 is effective July 1, 2021 and continues through September 30, 2021, and adds \$87,976.43 to the value of the Agreement.

**RECOMMENDATION:**

Staff recommends approval of this Amendment.

Respectfully submitted,

Rodney Cook, Interim Director  
Health, Housing & Human Services Department

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                             |  |   |
|-----------------------------|--|---|
| <b>H3S Contract #:</b> 9372 | <b>Division:</b> BH                      | <input checked="" type="checkbox"/> <b>Subrecipient</b>             |
| <b>Board Order #:</b>       | <b>Contact:</b> Russell, Angela          | <input type="checkbox"/> <b>Revenue</b>                             |
|                             | <b>Program Contact:</b><br>Brink, Angela | <input checked="" type="checkbox"/> <b>Amend #</b> 1 \$ 87,976.43   |
|                             |  | <input checked="" type="checkbox"/> <b>Procurement Verified</b>     |
|                             |  | <input checked="" type="checkbox"/> <b>Aggregate Total Verified</b> |

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** Mental Health & Addiction Association of Oregon

**CONTRACT AMOUNT:** \$791,787.79

**TYPE OF CONTRACT**

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Agency Service Contract</b>        | <input type="checkbox"/> <b>Memo of Understanding/Agreement</b>                 |
| <input type="checkbox"/> <b>Construction Agreement</b>         | <input type="checkbox"/> <b>Professional, Technical &amp; Personal Services</b> |
| <input type="checkbox"/> <b>Intergovernmental Agreement</b>    | <input type="checkbox"/> <b>Property/Rental/Lease</b>                           |
| <input type="checkbox"/> <b>Interagency Services Agreement</b> | <input type="checkbox"/> <b>One Off</b>   |

**DATE RANGE**

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____          | <input type="checkbox"/> <b>4 or 5 Year</b> _____ - _____          |
| <input checked="" type="checkbox"/> <b>Upon Signature</b> _____ - _____ | <input type="checkbox"/> <b>Biennium</b> _____ - _____             |
| <input checked="" type="checkbox"/> <b>Other</b> 7/1/2021 - 9/30/2021   | <input type="checkbox"/> <b>Retroactive Request?</b> _____ - _____ |

**INSURANCE** What insurance language is required?

**Checked Off**     **N/A**

**Commercial General Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why:

**Business Automobile Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why:

**Professional Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why:

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

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

**No**     **Yes** (must have CC approval-next box)     **N/A** (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

**Yes by:** Naylor, Andrew    **Date Approved:** Tuesday, June 29, 2021

OR

**This contract is in the format approved by County Counsel.**

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

|   |  |
|---|--|
|   | New Agreement/Contract                       |
| X | Amendment/Change Order Original Number _____ |

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Behavioral Health**

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

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: Mental Health & Addiction Association of Oregon** \_\_\_\_\_

**BOARD AGENDA ITEM**

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

**DATE: 7/22/2021** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021 and adds \$87,976.34 for the additional months of service.

**H3S CONTRACT NUMBER: 9372** \_\_\_\_\_

## Subrecipient Amendment

Subrecipient Agreement Number: 20-025 (BH 9372)

Board Order Number: N/A

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: The Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon

Amendment Requested By: Mary Rumbaugh

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other: Updates contacts

This Amendment #1 is entered into between the Mental Health Association of Oregon dba Mental Health & Addictions Association of Oregon ("SUBRECIPIENT") and Clackamas County ("COUNTY") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on February 6, 2020.

### Justification for Amendment:

The Agreement provides residential treatment services.

This Amendment #1 extends the term of Agreement by an additional three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment #1 also updates financial reporting dates, and the County's grant accountant and program supervisor.

Compensation of \$87,976.43 is added for the additional months of service, increasing the maximum Agreement grant amount to \$791,787.79.

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

---

**AMEND Clackamas County Data, Grant Accountant:**

|  |
|--|
| Grant Accountant: Ke`ala Adolpho   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>(503) 742-5410<br>KAdolpho@clackamas.us |

**TO READ:**

|   |
|---|
| Grant Accountant: <b>Nicole Unck</b>  |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br><b>(503) 742-5430</b><br><b>NUnck@clackamas.us</b> |

**AMEND Clackamas County Data, Program Supervisor:**

|   |
|---|
| Program Supervisor: Naomi Caster  |
| Clackamas County – Behavioral Health Division<br>2051 Kaen Road, Suite 154<br>Oregon City, OR 97045<br>(503) 742-5379<br>NCaster@clackamas.us |

**TO READ:**

|  |
|--|
| Program Supervisor: <b>Angela Brink</b>  |
| Clackamas County – Behavioral Health Division<br>2051 Kaen Road, Suite 154<br>Oregon City, OR 97045<br><b>(503) 742-5318</b><br><b>ABrink@clackamas.us</b> |

**AMEND Recitals #2:**

**Mental Health & Addictions Association of Oregon #9372 – A&D Peer Support**

*Subrecipient Agreement 20-025 – Amendment #1*

Page 3 of 10

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

**TO READ:**

WHEREAS, COUNTY holds *Intergovernmental Agreements* (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

**AMEND Section 1 of the Agreement:**

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

**TO READ:**

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

**AMEND Section 3 of the Agreement:**

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 which is the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

**TO READ:**

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA No. 159159 awarded on June 26, 2019 **and IGA No. 166036 awarded on May 25, 2021, which are** the source of the federal grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Oregon Health Authority, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver

any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

**AMEND Section 4 of the Agreement:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$703,811.36**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
  - 4.1. **Federal Funds: \$663,629.23** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (CFDA 93.959) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
  - 4.2. **Other Funds: \$40,182.13** in other funds are provided for funding of other items in the program budget.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (CFDA 93.959) and unrestricted funds. The maximum, not to exceed, grant amount that COUNTY will pay is **\$791,787.79**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
  - 4.1. **Federal Funds: \$746,582.90** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (CFDA 93.959) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Substance Abuse, Prevention, and Treatment ("SAPT") Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
  - 4.2. **Other Funds: \$45,204.89** in other funds are provided for funding of other items in the program budget.

**AMEND Section 9b of the Agreement:**

- b) **Personnel.** If SUBERECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

**TO READ:**

- b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing and within 15 days, whenever there is a likely or actual change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within SUBRECIPIENT’s organization.

**ADD Amendment Budget to Exhibit B, Subrecipient Program Budget:**

| <b>A&amp;D PEER SUPPORT<br/>2021 AMENDMENT BUDGET</b> |           | JULY-SEP 2021    |
|---|-----------|------------------|
| <b>FEDERALLY FUNDED EXPENDITURES</b>                  |           |                  |
| <b>Personnel Services</b>                             |           |                  |
| Salary  | \$        | 50,189.00        |
| Payroll taxes   | \$        | 5,244.75         |
| Workers Compensation                                  | \$        | 130.49           |
| Benefits  | \$        | 8,900.35         |
| <i>Personnel Services Total</i>                       | <i>\$</i> | <i>64,464.59</i> |
| <b>Materials, Supplies &amp; Services</b>             |           |                  |
| <u>Contractual</u>                                    |           |                  |
| Web Works   | \$        | 531.25           |
| Professional Services                                 | \$        | 1,250.00         |
| <u>Travel and Transportation</u>                      |           |                  |
| Local Travel  | \$        | 5,125.05         |
| Peerpocalypse   | \$        | 1,205.12         |
| <i>Materials, Supplies &amp; Services Total</i>       | <i>\$</i> | <i>8,111.42</i>  |
| <b>Operating Expenses</b>                             |           |                  |
| Continuing Education/Training                         | \$        | 610.13           |
| Fees, Licenses & Permits                              | \$        | 183.04           |
| Program Supplies                                      | \$        | 625.00           |
| Copies  | \$        | 75.00            |
| Software  | \$        | 76.97            |
| Postage   | \$        | 37.50            |
| Phone   | \$        | 878.58           |
| CDL   | \$        | 336.00           |
| Dropbox   | \$        | 14.20            |
| <i>Operating Expenses Total</i>                       | <i>\$</i> | <i>2,836.42</i>  |
| <i>Federal Subtotal</i>                               | <i>\$</i> | <i>75,412.43</i> |
| <b>Federal Indirect - 10%</b>                         | <b>\$</b> | <b>7,541.24</b>  |
| <b>FEDERAL TOTAL</b>                                  | <b>\$</b> | <b>82,953.67</b> |

| NON-FEDERAL FUNDED EXPENDITURES |                       |              |
|---------------------------------|-----------------------|--------------|
| Client Engagement and Support   | \$                    | 1,250.00     |
| Computers and Equipment         | \$                    | 343.75       |
| Equipment Lease - Copier        | \$                    | 125.93       |
| Rent - Office                   | \$                    | 2,647.94     |
|                                 | <i>State Subtotal</i> | \$ 4,367.62  |
| <b>Other Indirect - 15%</b>     | \$                    | 655.14       |
| <b>NON-FEDERAL FUNDS</b>        |                       | \$ 5,022.76  |
| <b>TOTALS</b>                   |                       | \$ 87,976.43 |

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

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by July 15, 2021 for June 30, 2021 expenses.

**TO READ:**

2. Requests for reimbursement shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 15, 2021 for September 30, 2021** expenses.

**AMEND Section 4 of Exhibit D, Required Financial Reporting and Reimbursement Request:**

4. Request for Reimbursement shall be submitted electronically to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us), [NCaster@clackamas.us](mailto:NCaster@clackamas.us) and [MWestbrook@clackamas.us](mailto:MWestbrook@clackamas.us)

**TO READ:**

4. Request for Reimbursement shall be submitted electronically to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us) and [MWestbrook@clackamas.us](mailto:MWestbrook@clackamas.us)

**AMEND the Reporting Schedule of Exhibit E, Performance Reporting:**

| Reporting Schedule           |                               |                                |
|------------------------------|-------------------------------|--------------------------------|
|                              | Reporting Period              | Report Due                     |
| <b>1<sup>st</sup> Report</b> | July 1 – September 30, 2019   | No later than October 30, 2019 |
| <b>2<sup>nd</sup> Report</b> | October 1 – December 31, 2019 | No later than January 30, 2020 |
| <b>3<sup>rd</sup> Report</b> | January 1 – March 31, 2020    | No later than April 30, 2020   |
| <b>4<sup>th</sup> Report</b> | April 1 – June 30, 2020       | No later than July 30, 2020    |

|                              |                               |                                |
|------------------------------|-------------------------------|--------------------------------|
| <b>5<sup>th</sup> Report</b> | July 1 – September 30, 2020   | No later than October 30, 2020 |
| <b>6<sup>th</sup> Report</b> | October 1 – December 31, 2020 | No later than January 30, 2021 |
| <b>7<sup>th</sup> Report</b> | January 1 – March 31, 2021    | No later than April 30, 2021   |
| <b>8<sup>th</sup> Report</b> | April 1 – June 30, 2021       | No later than July 30, 2021    |

**TO READ:**

| <b>Reporting Schedule</b>    |                                    |                                       |
|------------------------------|------------------------------------|---------------------------------------|
|                              | <b>Reporting Period</b>            | <b>Report Due</b>                     |
| <b>1<sup>st</sup> Report</b> | July 1 – September 30, 2019        | No later than October 30, 2019        |
| <b>2<sup>nd</sup> Report</b> | October 1 – December 31, 2019      | No later than January 30, 2020        |
| <b>3<sup>rd</sup> Report</b> | January 1 – March 31, 2020         | No later than April 30, 2020          |
| <b>4<sup>th</sup> Report</b> | April 1 – June 30, 2020            | No later than July 30, 2020           |
| <b>5<sup>th</sup> Report</b> | July 1 – September 30, 2020        | No later than October 30, 2020        |
| <b>6<sup>th</sup> Report</b> | October 1 – December 31, 2020      | No later than January 30, 2021        |
| <b>7<sup>th</sup> Report</b> | January 1 – March 31, 2021         | No later than April 30, 2021          |
| <b>8<sup>th</sup> Report</b> | April 1 – June 30, 2021            | No later than July 30, 2021           |
| <b>9<sup>th</sup> Report</b> | <b>July 1 – September 30, 2021</b> | <b>No later than October 30, 2021</b> |

**AMEND Section 2 of Incident Reporting Procedure of Exhibit E, Performance Reporting:**

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: [NCaster@clackamas.us](mailto:NCaster@clackamas.us)

**TO READ:**

- 2) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: [ABrink@clackamas.us](mailto:ABrink@clackamas.us)

**AMEND Exhibit F, Final Financial Report:**

|   |   |
|---|---|
| <b>PROJECT NAME: A&amp;D Peer Support</b><br>(Fund Source: Substance Abuse, Prevention, and Treatment Block Grant, CFDA 93.959) | <b>Agreement #: 20-025</b><br><b>Date of Submission: XX/XX/XX</b> |
| <b>SUBRECIPIENT: MENTAL HEALTH &amp; ADDICTIONS ASSOCIATION OF OREGON</b>   |   |
| <b>Has SUBRECIPIENT submitted all requests for reimbursement? Yes / No</b>  |   |
| <b>Has SUBRECIPIENT met all programmatic closeout requirements? Yes / No</b>  |   |

**Final Financial Report**

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

|   |                     |
|---|---------------------|
| Total Federal Funds authorized on this Agreement:                         | <b>\$663,629.23</b> |
| Year-to-Date Federal Funds requested for reimbursement on this Agreement: |                     |
| Total Federal Funds received on this Agreement:                           |                     |
| Total Other Funds authorized on this Agreement:                           | <b>\$40,182.13</b>  |
| Year-to-Date Other Funds requested for reimbursement on this Agreement:   |                     |
| Total Other Funds received on this Agreement:                             |                     |
| Balance of unexpended Federal Funds (Line 1 minus Line 3):                |                     |
| Balance of unexpended Other Funds (Line 4 minus Line 6):                  |                     |

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

SUBRECIPIENT's Certifying Official (printed): \_\_\_\_\_

SUBRECIPIENT's Certifying Official (signature): \_\_\_\_\_

SUBRECIPIENT's Certifying Official's Title: \_\_\_\_\_

**TO READ:**

|   |   |
|---|---|
| <b>PROJECT NAME: A&amp;D Peer Support</b><br>(Fund Source: Substance Abuse, Prevention, and Treatment Block Grant, CFDA 93.959) | <b>Agreement #: 20-025</b><br><b>Date of Submission: XX/XX/XX</b> |
| <b>SUBRECIPIENT: MENTAL HEALTH &amp; ADDICTIONS ASSOCIATION OF OREGON</b>   |   |
| <i>Has SUBRECIPIENT submitted all requests for reimbursement? Yes / No</i>  |   |
| <i>Has SUBRECIPIENT met all programmatic closeout requirements? Yes / No</i>  |   |

### Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

|   |                     |
|---|---------------------|
| Total Federal Funds authorized on this Agreement:                         | <b>\$746,582.90</b> |
| Year-to-Date Federal Funds requested for reimbursement on this Agreement: |                     |
| Total Federal Funds received on this Agreement:                           |                     |
| Total Other Funds authorized on this Agreement:                           | <b>\$45,204.89</b>  |
| Year-to-Date Other Funds requested for reimbursement on this Agreement:   |                     |
| Total Other Funds received on this Agreement:                             |                     |
| Balance of unexpended Federal Funds (Line 1 minus Line 3):                |                     |
| Balance of unexpended Other Funds (Line 4 minus Line 6):                  |                     |

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

SUBRECIPIENT's Certifying Official (printed): \_\_\_\_\_

SUBRECIPIENT's Certifying Official (signature): \_\_\_\_\_

SUBRECIPIENT's Certifying Official's Title: \_\_\_\_\_

**[Signature page follows]**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to be executed by their duly authorized officers.

**MENTAL HEALTH & ADDICTIONS  
ASSOCIATION OF OREGON**

**COUNTY OF CLACKAMAS**

Janie Gullickson 06/25/2021  
Authorized Signature Date

\_\_\_\_\_  
Tootie Smith, Chair Date  
Board of County Commissioners

Janie Gullickson, Executive Director  
Name / Title (Printed)

**Approved as to form:**  
 06/29/2021  
County Counsel Date

July 22, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of the Subrecipient Agreement with the  
Clackamas County Children's Commission for the Help Me Grow Program

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | In collaboration with Health Share of Oregon, Regional HMG, the Early Learning Hub, and Public Health/APHP, CCCC will ensure that HMG aligns with other maternal, child, and family health and early learning systems. |
| <b>Dollar Amount and Fiscal Impact</b> | Contract maximum value is \$72,000.00  |
| <b>Funding Source</b>                  | Funding through the Health Share of Oregon Grant   |
| <b>Duration</b>                        | Effective upon Signature and terminates on December 31, 2021   |
| <b>Previous Board Action</b>           | No previously Board Action   |
| <b>Strategic Plan Alignment</b>        | 1. Improved Community Safety and Health<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | County counsel has reviewed and approved this document on June 20, 2021 KR   |
| <b>Procurement Review</b>              | 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/><br>2. This item is a Grant  |
| <b>Contact Person</b>                  | Philip Mason-Joyner, Public Health Director – (503)742-5956  |
| <b>Contract No.</b>                    | 10194  |

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Subrecipient Agreement with the Clackamas County Children's Commission for the Help Me Grow Program.

In 2017, Health Share of Oregon began funding the implementation of Help Me Grow (HMG) in Clackamas County. The Access to Preventive Health Program (APHP), which is part of the Public Health Division, within the Health, Housing & Human Service Department at Clackamas County, receives funding from Health Share of Oregon to oversee the implementation of HMG in Clackamas County. APHP is contracting with the Clackamas County Children's Commission (CCCC) to implement HMG. The funds will pay for a cross-systems team [Family & Community Connections Director (Liaison Manager), Community Connections Specialist (Liaison), Family Connections Manager, Coordinators & Family Connections Assistant] at CCCC.

HMG is part of a larger regional and national HMG model. HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to

Page 2 Staff Report  
June 22, 2021  
Agreement #10194

the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children's health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

The long-term vision of HMG in Clackamas County is that community members, clinicians and service providers routinely use the system when they have questions about pregnancy, young children, and family wellness and the various medical, social, and educational supports that are connected to these early life systems. The HMG system tracks the status of referrals, identifies gaps in the service array, and links families to appropriate community-based services through a "centralized access point" (known throughout as "Regional HMG," which is located at Swindells Resource Center of Providence Child Center). HMG is also a critical component of the Perinatal Continuum of Care (PCOC) that is under development in Clackamas, Washington, and Multnomah counties. The PCOC coordinates the efforts of multiple regional agencies, programs, and systems that aim to improve the health, equity, and quality of life for women, children, and families – HMG is the system that will enable the PCOC's regional coordination activities.

Contract maximum value is \$72,000.00

This contract is effective upon signature and continues through December 31, 2021.

**RECOMMENDATION:**

Staff recommends the Board approve this Agreement.

Respectfully submitted,

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

**CLACKAMAS COUNTY, OREGON  
LOCAL SUBRECIPIENT GRANT AGREEMENT PH-21-001**

Program Name: ***Clackamas County Children's Commission – Agreement #10194***  
 Program/Project Number: 40003

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Department, Public Health Division (COUNTY) and ***Clackamas County Children's Commission*** (SUBSUBRECIPIENT), an Oregon Non-profit Organization.

**COUNTY Data**

|   |   |
|---|---|
| Grant Accountant: <b><i>Sherry Olson</i></b>  | Program Manager: <b><i>Kim La Croix</i></b>   |
| Clackamas County – Public Health Division<br><br>2051 Kaen Road, Suite 367<br>Oregon City, OR 97045<br>(503) 742-5342<br><a href="mailto:SOlson4@co.clackamas.or.us">SOlson4@co.clackamas.or.us</a> | Clackamas County – Public Health Division<br>Program Manager<br>999 Library Ct<br>Oregon City, OR 97045<br>(971) 806-0064<br><a href="mailto:KLaCroix@clackamas.us">KLaCroix@clackamas.us</a> |

**SUBRECIPIENT Data**

|  |   |
|--|---|
| Finance/Fiscal Representative: <b><i>Carlos Valles</i></b>   | Program Representative: <b><i>Danielle Rushing</i></b>  |
| Clackamas County Children's Commission<br>16518 SE River Road<br>Milwaukie, OR 97267<br>(503) 675-4565<br><a href="mailto:carlosv@clackcokids.org">carlosv@clackcokids.org</a> | Clackamas County Children's Commission<br>16518 SE River Road<br>Milwaukie, OR 97267<br>503-675-4565, ext 364<br><a href="mailto:danieller@clackcokids.org">danieller@clackcokids.org</a> |
| FEIN: 93-0624672   |   |

**RECITALS**

1. In 2017, Health Share of Oregon began funding the implementation of Help Me Grow (HMG) in Clackamas County. The Access to Preventive Health Program (APHP), which is part of the Public Health Division, within the Health, Housing & Human Service Department at Clackamas County, receives funding from Health Share of Oregon to oversee the implementation of HMG in Clackamas County. APHP is contracting with the Clackamas County Children's Commission (CCCC) to implement HMG. The funds will pay for a cross-systems team [Family & Community Connections Director (Liaison Manager), Community Connections Specialist (Liaison), Family Connections Manager, Coordinators & Family Connections Assistant] at CCCC.
2. HMG is part of a larger regional and national HMG model. HMG is a system of collaboration and coordination across early childhood and health sectors to assure that families of children at-risk for developmental delays and broader social determinants of health are identified and connected to the services and supports they need. Rather than providing direct services, HMG focuses on enhancing existing services and resources for children 0 – 5 years. The overarching goal of HMG is to improve child health and developmental outcomes by strengthening links between children's

health and early learning systems, and creating a model for screening and referral that is consistent, robust, and replicable. HMG is universally-available for prenatal populations and families of young children.

The long-term vision of HMG in Clackamas County is that community members, clinicians and service providers routinely use the system when they have questions about pregnancy, young children, and family wellness and the various medical, social, and educational supports that are connected to these early life systems. The HMG system tracks the status of referrals, identifies gaps in the service array, and links families to appropriate community-based services through a "centralized access point" (known throughout as "Regional HMG," which is located at Swindells Resource Center of Providence Child Center). HMG is also a critical component of the Perinatal Continuum of Care (PCOC) that is under development in Clackamas, Washington, and Multnomah counties. The PCOC coordinates the efforts of multiple regional agencies, programs, and systems that aim to improve the health, equity, and quality of life for women, children, and families – HMG is the system that will enable the PCOC's regional coordination activities.

3. This Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBSUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT 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 subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **January 1, 2021** and not later than **December 31, 2021**, 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: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Health Share Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Health Share Grant Award** issued to the COUNTY by Health Share of Oregon, an Oregon nonprofit corporation. 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. **SUBRECIPIENT 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 SUBRECIPIENT 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. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **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.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources 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.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT 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.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with the Health Share of Oregon Grant Agreement.
  - e) **Period of Availability.** SUBRECIPIENT 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 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT 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.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on SUBRECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, the Health Share of Oregon, the Secretary of the State of Oregon, and their duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT 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.** SUBRECIPIENT 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 (December 31, 2027), 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.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT 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 SUBRECIPIENT 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.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT 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 SUBRECIPIENT.

- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all federal, State, and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Grantee's performance of the activities described in the Statement of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) Oregon Revised Statutes ("ORS") Chapter 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309 pertaining to the provisions of mental health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference to the extent that they are applicable to this Agreement and required by law to be so incorporated. Health Share's performance under this Agreement is conditioned upon Grantee's compliance with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference. Grantee will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 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, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

## 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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.

Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to

the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT 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, SUBRECIPIENT 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 agents, officers, and employees" as an additional insured, but only with respect to SUBRECIPIENT'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 SUBRECIPIENT 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, SUBRECIPIENT 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.** SUBRECIPIENT 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.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT 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.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT 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. SUBRECIPIENT 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. Any litigation between the COUNTY and SUBRECIPIENT 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 SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By: \_\_\_\_\_  
County Counsel

Clackamas County Children's Commission

Darcee  
By: Kilsdonk  
Darcee Kilsdonk, Executive Director

Digitally signed by Darcee  
Kilsdonk  
Date: 2021.06.23 13:31:22  
-07'00'

Dated: 06.23.2021

- Exhibit A: SUBRECIPIENT Statement of Work
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Progress Report Template
- Exhibit D: Reporting Template Chart
- Exhibit E: Request for Reimbursement Template

## **EXHIBIT A**

### **STATEMENT OF PROGRAM OBJECTIVES**

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

##### **1.1. Continuity and system alignment**

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the Early Learning Hub, and Public Health/APHP, CCCC will ensure that HMG aligns with other maternal, child, and family health and early learning systems.
- Continuity and system alignment activities include, but are not limited, the following components:
  - In partnership with Public Health/APHP and other early learning partners, CCCC will work to align HMG with existing screening and referral systems

##### **1.2. Resource maintenance and community outreach**

- Goal: In collaboration with Health Share of Oregon, Regional HMG, the Early Learning Hub, and Public Health/APHP, CCCC will promote HMG as a system to support community partners and Clackamas County families.
- Resource maintenance and community outreach include, but are not limited, the following components:
  - In partnership with Regional HMG, CCCC will:
    - Regularly enter new resources and validate existing resources in the Regional HMG resource database
    - Promote young child development, screening and referral processes throughout the community, with specific emphasis on cultural outreach/partnering with culturally-specific agencies and communities of color
    - Conduct outreach related to increasing developmental awareness for families and promotion of HMG. Outreach can be conducted virtually (e.g., texting, website, social media) or in-person (following all COVID-19 requirements)
    - Present information related to developmental knowledge and screening/referral practices. This information will be consistent with Regional HMG messaging

##### **1.3. Quality improvement**

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and Public Health/APHP, CCCC will engage in continuous quality improvement in order to strengthen the local prenatal and early childhood service system.
- Quality improvement activities include, but are not limited, the following components:
  - CCCC will regularly identify, document, and communicate gaps in the service array
  - In partnership with Public Health/APHP, CCCC will share lessons learned and implementation updates with Health Share of Oregon, Regional HMG, the Early Learning Hub, and members of the PCOC
  - In partnership with Public Health/APHP, CCCC will contribute to a local service array gap analysis

##### **1.4. Equity and trauma-informed practices**

- Goal: In collaboration with Health Share of Oregon, Regional HMG, and Public Health/APHP, CCCC will develop and implement strategies that are grounded in racial and health equity and trauma-informed practices.

- Equity and trauma-informed practice activities include, but are not limited, the following components:
  - CCCC will work with Public Health/APHP and other partners to find, understand, and eliminate disparities in racial and health outcomes
  - CCCC will work with Public Health/APHP and other partners to ensure that HMG services are trauma-informed, focus on the most vulnerable groups that face the most or greatest challenges, and that resources are allocated where they are most-needed
  - CCCC will work with Public Health/APHP and other partners to examine the barriers that families experience when they access and engage in prenatal and early childhood services, supports, and resources

**2. Deliverables and Timeline**

| Description   | Due Date   |
|---|--|
| CCCC will complete a quarterly progress report and submit to Regional HMG and Public Health/APHP (see Exhibits C and D for templates) | April 30, 2021<br>July 30, 2021<br>October 29, 2021<br>February 11, 2022 |

**3. Metrics and Reporting**

3.1. Metrics (see Exhibits C and D for CCCC progress report templates)

**Meetings**

**Deliverables:** Attendance and participation at monthly regional Liaison meeting and quarterly reporting/data sharing meeting

**Accountability Check:** Participation report and follow-up tasks distributed to all stakeholders quarterly

| Process   | Responsible  | Due Date  |
|---|--|---|
| Monthly regional Liaison meeting <ul style="list-style-type: none"> <li>• Agenda: review the previous month's outputs - presentations and outreach completed, gaps identified and filled, resources validated.</li> <li>• Hour minute meeting to review work of previous month</li> </ul>                               | Liaison<br><br>Liaison Manager<br><br>HMG-Regional | Held between 12-17 <sup>th</sup> of each month                    |
| Quarterly reporting/data sharing meeting <ul style="list-style-type: none"> <li>• Agenda: review Clackamas County-specific data (CCCC and CCPH); discuss areas for quality improvement; joint strategy development</li> <li>• Hour minute meeting to review work before submitting quarterly progress report</li> </ul> | Liaison<br><br>Liaison Manager<br><br>CCPH         | Held at least two weeks before quarterly progress reports are due |

**Promoting Help Me Grow as a system to support community partners**

**Deliverable:** Conduct at least two outreach activities per week (24 per quarter)

- 1) 50% of activities are with organizations that are culturally-specific and/or represent communities of color
- 2) 25% of activities are with general audiences
- 3) 25% of the activities are with HMG partner organizations

**Accountability:** Number and percent of outreach activities will be reviewed in the monthly operations meeting

| Process  | Responsible | Due Date          |
|--|-------------|-------------------|
| Details on each outreach activity will be recorded in HMG database (please reference HMG Liaison Handbook for data entry instructions) | Liaison     | End of each month |

**Resource database: Entering new resources**

**Deliverable:**

- Gaps in services for young children and families will be identified. Categories with fewer than 5 resources will be considered a gap to be filled.
- At least 3 resources added to the database to fill the need
- # of culturally-specific agencies that are in the regional HMG database (by County)

**Accountability:** In the monthly regional liaison meeting, new resources added to the database are reviewed, and gaps prioritized for the next month

| Process  | Responsible | Due Date          |
|--|-------------|-------------------|
| Identify services to meet the prioritized gap for each month. Enter the organizations that provide those services into the HMG database. Details included are, but are not limited to, service delivery logistics, cultural specificity, and languages spoken by staff. (Please see the HMG Liaison Handbook for a full outline of required organizational fields) | Liaison     | End of each month |

**Resource database: Validate existing resources**

**Deliverable:** Existing resources in the HMG database are validated for accuracy monthly

**Accountability:** In the monthly regional liaison meeting, the team will review county-specific lists with the dates the information was validated

| Process  | Responsible | Due Date          |
|--|-------------|-------------------|
| Review county-specific community resources in the HMG resource database. Ensure the details on services are correct and current. Enter the date of validation for each organization. | Liaison     | End of each month |

3.2. Reporting Schedule

| Reporting Period        | Report Due        |
|-------------------------|-------------------|
| January – March 2021    | April 30, 2021    |
| April – June 2021       | July 30, 2021     |
| July – September 2021   | October 29, 2021  |
| October – December 2021 | February 11, 2022 |

**EXHIBIT B  
 PROGRAM BUDGET**

|  |                     |
|--|---------------------|
| <b>Program Contact:</b> Danielle Rushing                             |                     |
| <b>Agreement Term:</b> 01/01/2021 0- 12/31/2021                      |                     |
|  | <b>Approved</b>     |
| <b>Approved Award Budget Categories</b>                              | <b>Award Amount</b> |
| <b>Personnel</b> (List salary, FTE & Fringe costs for each position) |                     |
| Liaison  | \$5,968.09          |
| Liaison Manager  | \$9,071.02          |
| Data Entry Specialist  | \$5,290.09          |
| Strategic Communications Specialist                                  | \$38,883.42         |
| Strategic Communications Director                                    | \$10,274.38         |
| <b>Total Personnel Services</b>                                      | <b>\$69,487.00</b>  |
| <b>Supplies</b>  |                     |
| printing and mailing HMG materials, social media)                    | \$2,513             |
|  |                     |
|  |                     |
| <b>Total Programmatic Costs</b>                                      | <b>\$72,000.00</b>  |
|  | <b>\$72,000.00</b>  |
| <b>Total Grant Costs</b>   |                     |

**EXHIBIT C**  
**PROGRESS REPORT TEMPLATE**

**Help Me Grow Progress Report**

**Agency: Clackamas County Children's Commission**

**Reporting Period:**

**Submitted by:**

**Program Reporting**

**Please report on the following that was achieved during the reporting period:**

1. Attendance and participation at the monthly regional HMG Liaison meeting and quarterly reporting/data sharing meeting
  - a. What meeting follow-up tasks were achieved during the quarter?
2. Number of total HMG outreach activities? Activities can include, but are not limited, to presentations about HMG, information/resource circulation, and marketing of partner organization's services. (Expectation is to do a minimum of 24 activities per quarter; activities can include texting, social media, and/or online communications)
  - a. How many activities were with organizations that are culturally-specific and/or represent communities of color? (Expectation is that 50% of activities will be with organizations that are culturally-specific and/or represent communities of color)
  - b. How many activities were with general audiences? (Expectation is that 25% of activities will be with general audiences)
  - c. How many activities were with HMG partner organizations? (Expectation is that 25% of activities will be with HMG partner organizations)
3. List the name and/or number of new resources that were entered in the regional HMG database.
4. On a monthly basis, each county-specific community resource needs to be validated for accuracy and updated in the HMG regional database.
  - a. How many total resources changed over the reporting period?
  - b. How did you verify the accuracy of each resource (i.e., website check, phone call, text, site visit, etc.)
5. Provide a summary on the HMG system improvement activities that were completed over the past quarter.
  - a. Aligning existing screening and referral processes
  - b. Program eligibility/enrollment

- c. Communication and marketing
  - d. Information exchange with partners
  - e. Racial equity
  - f. Stakeholder (families, service providers) engagement and feedback
  - g. Self-assessment
  - h. Other
6. Provide a brief narrative on the past quarter's successes and challenges, and recommendations for the upcoming quarter.

**EXHIBIT D**  
**REPORTING TEMPLATE CHART**

| <u>Category</u>  | <u>Q1</u> | <u>Q2</u> | <u>Q3</u> | <u>Q4</u> |
|--|-----------|-----------|-----------|-----------|
| Number of calls to the line (by parent, clinician, or other social service agency) *new families entering HMG system |           |           |           |           |
| Number of contacts with families (calls, emails, etc.)   |           |           |           |           |
| Primary reason for the call  |           |           |           |           |
| Basic demographics (including race, ethnicity, language, age of child, whether they are on OHP)                      |           |           |           |           |
| Ranked list of services/programs to which referrals were made  |           |           |           |           |
| Percentage of families successfully connected to services  |           |           |           |           |
| Ranked list of service/program gaps (service/program gap means a service/program does not exist to address the need) |           |           |           |           |



July 22, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5311 Rural Transportation Funds for Operations Funding for Mt Hood Express

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service  |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum agreement is \$636,999. These funds will be used to pay for operations of the Mt Hood Express bus service. Match funds will be provided by Special Transportation Funds (state grant), the County, and a public-private partnership with businesses in the Mt. Hood area.   |
| <b>Funding Source</b>                  | Federal Transit Administration 5311 Rural Transit Formula Funds and 5311 COVID Funds. Match is provided through Special Transportation Funds (state grant), county general funds (\$9,500), and private contributions from businesses in the Mt Hood area. \$9,500 in County General Fund was awarded by the BCC when Social Services began operating the Mt Hood Express (formerly Mountain Express) in 2006 to provide match support for the 5311 Operations Grant from ODOT. These match funds have been included in our CGF allocation since that time. |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on June 30, 2023  |
| <b>Previous Board Action</b>           | 021121-A4   |
| <b>Strategic Plan Alignment</b>        | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.<br>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.   |
| <b>County Counsel</b>                  | 6/16/21 KR  |
| <b>Procurement Review</b>              | 1. Was this time processed through Procurement? No<br>2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.  |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641  |
| <b>Contract No.</b>                    | H3S#10228   |

**Background**

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Match is provided through Special Transportation Funds (state grant), county general funds (\$9,500), and private contributions from businesses in the Mt Hood area. \$9,500 in County General Fund was awarded by the BCC when Social Services began operating the Mt Hood Express (formerly Mountain Express) in 2006 to provide match support for the 5311 Operations Grant from ODOT. These match funds have been included in our CGF allocation since that time.

**Recommendation**

Staff recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the County.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                              |  |   |
|------------------------------|--|---|
| <b>H3S Contract #:</b> 10228 | <b>Division:</b> SS                          | <input type="checkbox"/> Subrecipient             |
| <b>Board Order #:</b>        | <b>Contact:</b> Christopherson, Teresa       | <input checked="" type="checkbox"/> Revenue       |
|                              | <b>Program Contact:</b><br>Babcock, Kristina | <input type="checkbox"/> Amend # \$               |
|                              |  | <input type="checkbox"/> Procurement Verified     |
|                              |  | <input type="checkbox"/> Aggregate Total Verified |

Non 3CC Item     BCC Agenda    Date: \_\_\_\_\_

**CONTRACT WITH:** 21-23 ODOT, Rail and Public Transit Division 5311 (#34975)

**CONTRACT AMOUNT:** \$636,999.00

**TYPE OF CONTRACT**

- |   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract                | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement                 | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement         | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

- |   |   |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____                   | <input type="checkbox"/> 4 or 5 Year _____          |
| <input type="checkbox"/> Upon Signature _____                     | <input type="checkbox"/> Biennium _____             |
| <input checked="" type="checkbox"/> Other 07/01/2021 - 06/30/2023 | <input type="checkbox"/> Retroactive Request? _____ |

**INSURANCE** What insurance language is required?

- Checked Off     N/A
- Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_
- Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

Has contract boilerplate language been altered, added, or deleted?  
 No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)  
 If yes, what language has been altered, added, or deleted and why: \_\_\_\_\_

**COUNTY COUNSEL**

Yes by: Kathleen Rastetter    Date Approved: Wednesday, June 16, 2021  
 OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |



## AGREEMENTS/CONTRACTS

X  New Agreement/Contract  
 Amendment/Change Order Original Number \_\_\_\_\_

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 21-23 ODOT, Rail and Public Transit Division 5311 (#3

**BOARD AGENDA ITEM**

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

**DATE:** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Project Admin and Operations for MHX and VS. COVID  
funds \$378,079.00

**H3S CONTRACT NUMBER:** 10228



PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$785,989.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$636,999.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
  - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

**8. Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

**pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

**10. Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. 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; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the

period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

**11. General Provisions**

a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

i. 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 Recipient 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.

ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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.

iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 Recipient 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 Recipient 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. Recipient'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.

c. **Indemnification.**

i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, 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 the recipient of Grant Funds, 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.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Clackamas County/State of Oregon  
Agreement No. 34975

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

Clackamas County/State of Oregon  
Agreement No. 34975

**Clackamas County**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Teresa Christopherson  
Social Services Department  
Oregon City, OR 97045  
1 (503) 650-5718  
teresachr@co.clackamas.or.us

**State Contact:**

Valerie Egon  
555 13th Street NE  
Salem, OR 97301-4179  
1 (971) 301-0909  
Valerie.Egon@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Valerie Egon

Date \_\_\_\_\_ 06/01/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_ 05/21/2021

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

|   |                     |                     |                     |               |
|---|---------------------|---------------------|---------------------|---------------|
| <b>Project Title: 5311 Clackamas County 34975</b> |                     |                     |                     |               |
| <i>Project Administration and Operations.</i>     |                     |                     |                     |               |
| <b>Item #1: Project Admin.</b>                    |                     |                     |                     |               |
|   | Total               | Grant Amount        | Local Match         | Match Type(s) |
|   | \$89,640.00         | \$80,434.00         | \$9,206.00          | Local         |
| <b>Item #1: Operating Sliding Scale</b>           |                     |                     |                     |               |
|   | Total               | Grant Amount        | Local Match         | Match Type(s) |
|   | \$318,270.00        | \$178,486.00        | \$139,784.00        | Local         |
| <b>Item #1: Operating Assistance</b>              |                     |                     |                     |               |
|   | Total               | Grant Amount        | Local Match         | Match Type(s) |
|   | \$378,079.00        | \$378,079.00        | \$0.00              |               |
| <b>Sub Total</b>                                  | \$785,989.00        | \$636,999.00        | \$148,990.00        |               |
| <b>Grand Total</b>                                | <b>\$785,989.00</b> | <b>\$636,999.00</b> | <b>\$148,990.00</b> |               |

**1. BACKGROUND**

*For the Section 5311 program only, project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.*

**2. PROJECT DESCRIPTION**

**Administration:**

*This task in this Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.*

**Operations:**

*This task in this Agreement provides funding for Recipient to contract for general public commuter and deviated route services as follows:*

*The Commuter service branded The Mt. Hood Express will run from the City of Sandy to Timberline Lodge; seven days per week, seven runs per day April through November, and eight runs per day for all other months. Hours of service are 5:15 AM to 11:15 PM.*

*In addition, the City of Sandy supports the commuter service with a deviated route connector serving the City of Sandy, Villages at Mt. Hood, Welches, and Rhododendron. Deviated route service runs between Sandy and Rhododendron four trips per day, year round with hours of service that accommodate seasonal demand.*

**COVID-19 Operating**

*This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.*

**3. PROJECT DELIVERABLES**

**Administration:**

*Recipient shall perform administrative activities to support service sustainability as follows: budgeting and resource allocation, service coordination, capital asset replacement, planning, contract management, reporting, marketing, and outreach.*

**Operations:**

*The service, schedule, days, hours, and service type will be designed to meet the needs of the general public as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.*

*All services provided must be open to the general public and marketed as general public service.*

*To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.*

*Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.*

*Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.*

#### *COVID-19 Operating*

*Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Expenses incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.*

*In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies.*

#### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

##### *Administration:*

*Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration.*

*Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, Special Transportation Fund, service contract revenue, advertisement and other earned income, cash donations, and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.*

##### *Operations:*

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may*

*use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.*

*Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.*

*Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave, are included as a fund source for some Agreement projects. Projects funded with CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 20, 2020 to be eligible for reimbursement.*

*Projects funded with CARES Act funds will be reimbursed at 100 percent. There is no local match requirement.*

*If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.*

##### **5. REPORTING and INVOICING REQUIREMENTS**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.*

*Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.*

##### **Disbursement Schedule for Non-CARES-funded Operations**

*First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.*

*Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

| <b>Federal Program</b> | <b>Federal Funding Agency</b>   | <b>CFDA Number</b>   | <b>Total Federal Funding</b> |
|------------------------|---|----------------------|------------------------------|
| 49 U.S.C. 5311         | U.S. Department of Transportation<br>Federal Transit Administration<br>915 Second Avenue, Suite 3142<br>Seattle, WA 98174 | <b>20.509 (5311)</b> | <b>\$636,999.00</b>          |

**Administered By**

Public Transportation Division  
555 13th Street NE  
Salem, OR 97301-4179

## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

##### TYPES AND AMOUNTS.

###### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

###### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

###### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

**CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for these workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.**

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.**

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient 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. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor 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 Recipient deems appropriate.*

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

July 22, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval to Apply for a Grant from Oregon Department of Education Youth Development Division for Youth and Community to fund PreventNet Community School Sites in Clackamas County.

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | If awarded, grant will fund PreventNet Community School sites in 10 schools and 7 school districts through sub-agreements with non-profit service providers. PreventNet provides academic support services to youth at high risk of disengagement from school and dropping out. |
| <b>Dollar Amount and Fiscal Impact</b> | \$1,000,000 (\$50,000 per PreventNet site per year for two years)<br>No impact to the County. No match requirement.   |
| <b>Funding Source</b>                  | Oregon Department of Education – Youth Development Division (Title XX Youth Investment and State General Funds)   |
| <b>Duration</b>                        | July 1, 2021 – June 30, 2023  |
| <b>Previous Board Action/Review</b>    |   |
| <b>Strategic Plan Alignment</b>        | 1. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | n/a   |
| <b>Procurement Review</b>              | Was the item processed through Procurement? No.<br>Approval to Apply for Grant  |
| <b>Contact Person</b>                  | Adam Freer 971-533-4929   |
| <b>Contract No.</b>                    | n/a   |

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval to apply for Youth and Community Grants from Oregon Department of Education Youth Development Division. If awarded, funds will be sub-awarded to local non-profits to continue to operate PreventNet Community Schools – a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school.

There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County and services include one-on-one case coordination for at-risk and high-risk youth referred by school counselors, teachers, principals, and families. Site staff conduct assessments to determine youth strengths and needs, and connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

If awarded, the funding involved includes a combination of federal (CFDA #93.667) and state general funds. There is no match requirement.

*Healthy Families. Strong Communities.*

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

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

**RECOMMENDATION:**

Staff recommends the Board approval of this request to apply and authorization for Tootie Smith, Board Chair, to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

## Financial Assistance Applicant Lifecycle Form

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

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

**\*\* CONCEPTION \*\***

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

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

Lead Department:

H3S-Children, Family and Community Connections

Application for:  Subrecipient Assistance  Direct Assistance

Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Reengagement Opportunity Grant

Funding Source: Federal  State  Local

Requester Information (Name of staff person initiating form):

Brian McCrady

Requester Contact Information:

503-348-4261

Department Fiscal Representative:

Scott Vandecosvering

Program Name or Number (please specify):

PreventNet Community Schools

Brief Description of Project:

Prevent Net Community Schools are a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school. There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County. CFCC contracts with local non-profit agencies to provide services at the sites, including one-on-one case coordination for at-risk and high risk youth referred by school counselors, teachers, principals, youth assessments to determine strengths and needs, and to connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

Name of Funding Agency:

Oregon Department of Education - Youth Development Council

Agency's Web Address for funding agency Guidelines and Contact Information:

[https://www.oregon.gov/youthdevelopmentdivision/Documents/ROG\\_docs\\_to\\_POST/ODE-1170-21%20%28YDD%29%20Reengagement%20Opportunity%20Grants.pdf](https://www.oregon.gov/youthdevelopmentdivision/Documents/ROG_docs_to_POST/ODE-1170-21%20%28YDD%29%20Reengagement%20Opportunity%20Grants.pdf)

**OR**

Application Packet Attached:  Yes  No

Completed By:

Brian McCrady

06/08/2021

Date

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

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

Competing Application

Non-Competing Application

Other

CFDA(s), if applicable:

93.667

Funding Agency Award Notification Date:

08/27/2021

Announcement Date:

05/25/2021

Announcement/Opportunity #:

ODE-1170-21

Grant Category/Title:

Oregon Department of Education Youth and Reengagement

Max Award Value:

Multiple Applications - total \$1,000,000

Allows Indirect/Rate:

15%

Match Requirement:

none

Application Deadline:

07/13/2021

Other Deadlines:

none

Award Start Date:

10/1/2021

Other Deadline Description:

none

Award End Date:

06/30/2023

Program Income Requirement:

none

Completed By:

Brian McCrady

Pre-Application Meeting Schedule:

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

**Mission/Purpose:**

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

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

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

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

**Organizational Capacity:**

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

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

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

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

**Collaboration**

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

**Reporting Requirements**

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

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

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

**Fiscal**

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

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

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

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

Program Approval:

**Brian McCrady**

**6/8/2021**

Name (Typed/Printed)

Date

Signature

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

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

**Section IV: Approvals**

|   |        |  |
|---|--------|--|
| <b>DIVISION DIRECTOR (or designee, if applicable)</b> |        |  |
| Adam Freer  | 6.8.21 | Adam S. Freer <small>Digitally signed by Adam S. Freer<br/>Date: 2021.06.08 11:04:28 -07'00'</small> |
| Name (Typed/Printed)                                  | Date   | Signature  |

|   |           |  |
|---|-----------|--|
| <b>DEPARTMENT DIRECTOR (or designee, if applicable)</b> |           |  |
| Mary Rumbaugh for Rodney A Cook                         | 6-15-2021 | Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh<br/>Date: 2021.06.15 09:54:28 -07'00'</small> |
| Name (Typed/Printed)                                    | Date      | Signature  |

|   |           |  |
|---|-----------|--|
| <b>FINANCE SENIOR COMPLIANCE SPECIALIST</b> |           |  |
| Elizabeth Comfort                           | 6.22.2021 | Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort<br/>Date: 2021.06.22 12:53:52 -07'00'</small> |
| Name (Typed/Printed)                        | Date      | Signature  |

|  |      |           |
|--|------|-----------|
| <b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b> |      |           |
|  |      |           |
| Name (Typed/Printed)   | Date | Signature |

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

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

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

|                             |                                    |                                  |
|-----------------------------|------------------------------------|----------------------------------|
| <b>COUNTY ADMINISTRATOR</b> | 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.**

## Financial Assistance Applicant 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.*

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

Lead Department:

H3S-Children, Family and Community Connections

Application for:  Subrecipient Assistance  Direct Assistance  
 Grant Renewal?  Yes  No

If renewal, complete sections 1, 2, & 4 only

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Reengagement Opportunity Grant

Funding Source: Federal  State  Local

Requestor Information (Name of staff person Initiating form):

Brian McCrady

Requestor Contact Information:

503-348-4261

Department Fiscal Representative:

Scott Vandecorenberg

Program Name or Number (please specify):

PreventNet Community Schools

Brief Description of Project:

PreventNet Community Schools are a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school. There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County. CFCC connects with local non-profit agencies to provide services at the sites, including one-on-one case coordination for at-risk and high risk youth referred by school counselors, teachers, principals, youth assessments to determine strengths and needs, and to connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

Name of Funding Agency:

Oregon Department of Education - Youth Development Council

Agency's Web Address for funding agency Guidelines and Contact Information:

[https://www.oregon.gov/youthdevelopment/division/Documents/ROG\\_docs\\_to\\_POST/ODE-1170-21%20%28YDD%29%20Reengagement%20Opportunity%20Grants.pdf](https://www.oregon.gov/youthdevelopment/division/Documents/ROG_docs_to_POST/ODE-1170-21%20%28YDD%29%20Reengagement%20Opportunity%20Grants.pdf)

**OR**

Application Packet Attached:  Yes  No

Completed By:

Brian McCrady

06/08/2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA ( ), if applicable:

93.667

Funding Agency Award Notification Date:

08/27/2021

Announcement Date:

09/29/2021

Announcement/Opportunity #:

ODE-1170-21

Grant Category/Title:

Oregon Department of Education Youth and Reengagement Op

Max Award Value:

Multiple Applications - total \$1,000,000

Allow indirect/Rate:

15%

Match Requirement:

none

Application Deadline:

07/13/2021

Other Deadlines:

none

Award Start Date:

10/1/2021

Other Deadline Description:

Award End Date:

06/30/2023

Completed By:

Brian McCrady

Program Income Requirement:

none

Pre-Application Meeting Schedule:

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

**Mission/Purpose:**

*1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?*

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

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

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**Organizational Capacity:**

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

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

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

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

**Collaboration**

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

**Reporting Requirements**

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

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

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3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party, non-county entity, Local Grant, etc.)?

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

Program Approval:

**Brian McCrady**

6/8/2021



Name (Typed/Printed)

Date

Signature

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

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



July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla/Mulino area.  |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum agreement is \$177,884. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc. |
| <b>Funding Source</b>                  | The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.  |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on June 30, 2022   |
| <b>Previous Board Action</b>           | None   |
| <b>Strategic Plan Alignment</b>        | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.<br>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.                      |
| <b>County Counsel</b>                  | 1. Date of Counsel review: 5/27/21<br>2. Initials of County Counsel performing review: AN  |
| <b>Procurement Review</b>              | 1. Was this time processed through Procurement? No<br>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.  |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641   |
| <b>Contract No.</b>                    | H3S #10205; Subrecipient #22-006   |

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

July 22, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Foothills Community Church/Molalla Adult Community Center showed an interest in providing these services in the Molalla/Mulino area, so an Interagency Subrecipient agreement with the Foothills Community Church/Molalla Adult Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Bombaugh for Rodney A. Cook*

Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                        |       |   |  |
|------------------------|-------|---|--|
| <b>H3S Contract #:</b> | 10205 | <b>Division:</b> SS                       | <input checked="" type="checkbox"/> <b>Subrecipient</b>  |
| <b>Board Order #:</b>  |       | <b>Contact:</b> Reid, Stefanie            | <input type="checkbox"/> <b>Revenue</b>                  |
|                        |       | <b>Program Contact:</b><br>Reid, Stefanie | <input type="checkbox"/> <b>Amend #</b> \$               |
|                        |       |   | <input type="checkbox"/> <b>Procurement Verified</b>     |
|                        |       |   | <input type="checkbox"/> <b>Aggregate Total Verified</b> |

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** 21-23 Foothills Community Church

**CONTRACT AMOUNT:** \$177,884.00

**TYPE OF CONTRACT**

|   |   |
|---|---|
| <input type="checkbox"/> <b>Agency Service Contract</b>                   | <input type="checkbox"/> <b>Memo of Understanding/Agreement</b>                 |
| <input type="checkbox"/> <b>Construction Agreement</b>                    | <input type="checkbox"/> <b>Professional, Technical &amp; Personal Services</b> |
| <input type="checkbox"/> <b>Intergovernmental Agreement</b>               | <input type="checkbox"/> <b>Property/Rental/Lease</b>                           |
| <input checked="" type="checkbox"/> <b>Interagency Services Agreement</b> | <input type="checkbox"/> <b>One Off</b>   |

**DATE RANGE**

|  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Full Fiscal Year</b> 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> <b>4 or 5 Year</b> _____ - _____ |
| <input type="checkbox"/> <b>Union Signature</b> _____ - _____                    | <input type="checkbox"/> <b>Biennium</b> _____ - _____               |
| <input type="checkbox"/> <b>Other</b> _____ - _____                              | <input type="checkbox"/> <b>Retroactive Request?</b> _____ - _____   |

**INSURANCE** What insurance language is required?

**Checked Off**     **N/A**

**Commercial General Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     **Yes**     **No, not applicable**     **No, waived**  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

**No**     **Yes** (must have CC approval-next box)     **N/A** (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

**Yes by:** Andrew Naylor    **Date Approved:** Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.06.22 13:21:30 -0700

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

New Agreement/Contract

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

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 21-23 Foothills Community Church

**BOARD AGENDA ITEM**

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

**DATE:** 7/22/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Molalla/Mulino area.

**H3S CONTRACT NUMBER:** 10205

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 22-006**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **Foothills Community Church** as manager of the **Molalla Adult Community Center** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

**Clackamas County Data**

|   |  |
|---|--|
| Grant Accountant: Sue Aronson   | Project Manager: Stefanie Reid-Danielson   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-742-5421<br><a href="mailto:suea@clackamas.us">suea@clackamas.us</a> | Clackamas County – Social Services Division<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-655-8330<br><a href="mailto:stefanierei@clackamas.us">stefanierei@clackamas.us</a> |

**Subrecipient Data**

|  |  |
|--|--|
| Finance/Fiscal Representative: <b>Amanda St. Clair-Estrada</b>   | Program Representative: <b>Cecily Rose</b>   |
| Fiscal Manager<br>315 Kennel Street<br>Molalla, OR 97038<br>503-829-4214<br><a href="mailto:amanda@foothillsonline.com">amanda@foothillsonline.com</a> | Center Manager<br>315 Kennel Street<br>Molalla, OR 97038<br>503-829-4214<br><a href="mailto:cecily@foothillsonline.com">cecily@foothillsonline.com</a> |
| DUNS: 83-530-7836  | FEIN: 93-1240330   |

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

## AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$177,884**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

  - a. Grant Funds:** COUNTY's funding of **\$73,278** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. Other Funds:** COUNTY's funding of **\$72,354** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$1,625** for Low Income Home

**Foothills Community Church-Molalla Adult Comm. Ctr.**

Subrecipient Grant Agreement #22-006

Page 2 of 54

Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization. The **\$25,827** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

- 5. 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. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
  - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **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 Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
  - 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 COUNTY within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’s discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT 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, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

#### **11. Compliance with Applicable Laws**

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees

to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held

confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**12. SUBRECIPIENT Standard Terms and Conditions.** SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

#### **14. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**15. General Agreement Provisions.**

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT 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 (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT’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 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT 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.
  - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
  - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
- vi. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT 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. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. Primary Coverage Clarification.** SUBRECIPIENT 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.
- viii. 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.
- ix. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **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.
- g. **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 COUNTY and SUBRECIPIENT 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. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **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.
- i. **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.
- j. **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.

**k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

**l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

*(signature page follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

**Approved to Form:**

By: \_\_\_\_\_  
County Counsel

**Foothills Community Church**

By:   
*Pastor Dale Satrum, Lead Pastor*

Dated: 6/14/2021

**Approved as to Content:**

By:   
*Cecily Rose, Center Director*

Dated: 6/14/2021

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

#### 1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
  - i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
  
- d. **PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
  
- e. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
  - i. Molalla Adult Community Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will

note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Molalla Adult Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."

g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Molalla community to enhance visibility and encourage participation. One unit is one meal served.

- h. **OAA HDM Assessment:** a means of determining a homebound older person’s eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- j. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the January 1, 2022 deadline

### 3. **SERVICE OBJECTIVES**

#### a. **Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients’ service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**b. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator ("CSC") assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I & A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 Monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

**e. Public Outreach/Education**

**Objective:** To provide information to groups of current or potential clients and community partners about available services for Molalla area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
  - (1) outline of presentation
  - (2) copies of flyers, brochures, etc. distributed
  - (3) names and number of people in group presented to

**f. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - (1) Recruiting drivers.
  - (2) Submitting criminal checks
  - (3) Ensuring all drivers meet Ride Connection training requirements
  - (4) Scheduling road tests for all drivers.
  - (5) Conducting periodic/seasonal driver safety training.
  - (6) Providing a copy of written procedures for transportation services to each driver.
  - (7) Scheduling vehicle maintenance.
  - (8) Maintain daily Pre- and Post- trip Reports

- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

**g. Food Service**

**Objective 1:** To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
  - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
  - ii. The cycle for the cycle menu system must be at least nine weeks long.
  - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
  - iv. Menus should reflect the tastes and appetites of the current elderly population.
  - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
  - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
  - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6:** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

#### **h. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone
  - (3) have a physical or mental impairment which prevents proper functioning within society
  - (4) be of a minority group
  - (5) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - (2) no means test is used in the collection of contributions or provision of the meal.

**i. OAA HDM Assessment**

**Objective:**

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

**j. Evidence-based Health & Wellness Program**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

**k. Low Income Energy Assistance Program (LIEAP) Intakes**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- iv. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

**B. Drivers**

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
  - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

### **C. Vehicles**

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - a. 2011 Ford Startrans, VIN: 1FFDE4FS2BDA39224
  - b. 2017 Ford StarCraft Allstar, VIN: 1FDEE3FS8HDC29365
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

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## EXHIBIT 3

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to 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).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
  - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
  - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
  - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

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purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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## EXHIBIT 4

### Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

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SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
  - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
  - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY’s reasonable satisfaction in order to obtain federal reimbursement.

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**Exhibit 5**  
**Reporting Requirements**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Agreement Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, 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 SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this Agreement.

**2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6**  
**Budget and Units of Service**

**1. BUDGET**

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

**Foothills Community Church**  
**Molalla Adult Community Center Services**  
**Fiscal Year 2021-22**

| Federal Award Numbers                        | OAA III B |        | OAA III C1 |        | OAA III C2 |         | OAA III D  |           | Match    | NSIP Funds | Other State funds | Ride Comm |           | TriMet STIF Funds | Medicaid Funds | LIHEAP Funds | P.I. (if applicable) | NO. OF UNITS | TOTAL COST | Reimbursement Rate |        |
|--|-----------|--------|------------|--------|------------|---------|------------|-----------|----------|------------|-------------------|-----------|-----------|-------------------|----------------|--------------|----------------------|--------------|------------|--------------------|--------|
|  | Funds     | Funds  | Funds      | Funds  | Funds      | Funds   | STIF Funds | DR-65-012 |          |            |                   | 20.513    | DR-65-012 |                   |                |              |                      |              |            |                    | 20.513 |
| CFDA Number                                  | 93,044    | 93,045 | 93,045     | 93,045 | 93,045     | 93,045  | 93,043     | N/A       | N/A      | 93,053     |                   | N/A       | N/A       | N/A               | N/A            | N/A          |                      |              |            |                    |        |
| Service Category                             | (1)       | (2)    | (3)        | (4)    | (5)        | (6)     | (7)        | (8)       | (9)      | (10)       | (11)              | (12)      | (13)      | (14)              | (15)           | (16)         | (17)                 |              |            |                    |        |
| Case Management                              | 7,749     |        |            |        |            | 862     |            |           |          |            |                   |           |           |                   |                |              |                      | 296.00       | \$8,611    | \$26.18            |        |
| Reassurance                                  | 4,899     |        |            |        |            | 545     |            |           |          |            |                   |           |           |                   |                |              |                      | 157          | \$5,444    | \$31.23            |        |
| Information & Assistance                     | 1,085     |        |            |        |            | 121     |            |           |          |            |                   |           |           |                   |                |              |                      | 81           | \$1,206    | \$13.44            |        |
| Public Outreach                              | 300       |        |            |        |            | 33      |            |           |          |            |                   |           |           |                   |                |              |                      | 6            | \$333      | \$50.00            |        |
| Transportation - OAA III-B                   | -         |        |            |        |            | 0       |            |           |          |            |                   |           |           |                   |                |              |                      | 0            | \$0        | \$5.00             |        |
| OAA HDM Assessments                          |           |        |            |        |            | 0       |            |           |          |            |                   |           |           |                   |                |              |                      | 0            | \$1,833    | \$26.19            |        |
| OAA - Meal Site Mgmt                         |           |        |            |        |            | 18,788  | 13,709     | 9,647     | 3,614    |            |                   |           |           |                   |                |              |                      | 18,104       | 24,800     | \$63,862           | \$1.70 |
| Food Service - Frozen HDMS                   |           |        |            |        |            | 12,300  |            |           | 1,368    | 4,200      |                   |           |           |                   |                |              |                      | 6,000        | 17,868     | \$2.75             |        |
| Site Purchased Meals - Restaurant            |           |        |            |        |            | 2,340   |            |           | 0        |            |                   |           |           |                   |                |              |                      | 293          | 2,340      | \$8.00             |        |
| APD Medicaid HDMS                            |           |        |            |        |            | (5,355) | (1,665)    |           | (596)    | (1,732)    |                   |           |           |                   |                |              |                      | 2,198        | \$16,459   | \$7.76             |        |
| Evidence-based Health & Wellness programming |           |        |            |        |            |         |            | 5,200     | 0        |            |                   |           |           |                   |                |              |                      | 104          |            |                    |        |
| Non Medical Medicaid Rides                   |           |        |            |        |            |         |            |           |          |            |                   |           |           |                   |                |              |                      | Classes      | \$5,200    | \$50.00            |        |
| Transport - Ride Con Out of Dist.            |           |        |            |        |            |         |            |           |          |            |                   |           |           |                   |                |              |                      | 350          | \$5,950    | \$17.00            |        |
| Vehicle Maintenance - Ride Conn.             |           |        |            |        |            |         |            |           |          |            |                   |           |           |                   |                |              |                      | 1,383        | \$25,764   | \$8.75             |        |
| Special Tran. Formula-TAXI and/or Van        |           |        |            |        |            |         |            |           | \$513.50 |            |                   |           |           |                   |                |              |                      | 2,785        | \$5,314    | N/A                |        |
| LIHEAP Intakes                               |           |        |            |        |            |         |            |           | 42,033   |            |                   |           |           |                   |                |              |                      | 1,532        | \$42,033   | N/A                |        |
| TOTALS                                       | 14,033    | 18,788 | 20,654     | 12,135 | 5,200      | 6,460   | 2,468      | -         | 66,404   | 4,800      | 1,831             | 29,946    | 1,625     | 19,497            |                |              |                      | 203,840      |            |                    |        |

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$177,884

Federal Award Totals \$ 78,077.98

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

| Service Category                             | Planned Number of Service Units | Unit of Measurement                 | Number of Unduplicated Clients to be Served |
|--|---------------------------------|-------------------------------------|---|
| Case Management (OAA)                        | 296                             | 1 hour of service                   | 35  |
| Reassurance (OAA)                            | 157                             | 1 contact                           | 50  |
| Information and Assistance (OAA)             | 81                              | 1 response to inquiry and follow up | 45  |
| Community Outreach                           | 6                               | 1 presentation                      | N/A   |
| Transportation (OAA)                         | 0                               | 1 one-way ride                      | N/A   |
| Evidence-based Health & Wellness programming | 104                             | 1 class session                     | 20  |
| Transportation (Medicaid non-medical)        | 350                             | 1 one-way ride                      | 3   |
| Transportation (Ride Connection & STF)       | 4,317                           | 1 one-way ride                      | 100   |
| Food Service – Frozen HDM's (OAA & NSIP)     | 6,000                           | 1 meal delivered/served             | 25  |
| Meal Site Management (OAA)                   | 24,800                          | 1 meal delivered/served             | 70  |
| OAA HDM Assessment                           | 70                              | 1 Assessment Completed              | 60  |
| Medicaid Home Delivered Meals                | 3,875                           | 1 meal delivered/served             | 15  |

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## EXHIBIT 7

### Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

#### ~ BASIC PROVISIONS ~

#### Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
  2. Conduct business in the best interest of volunteers and clients.
  3. Communicate any issues, concerns and problems to each other in a timely manner.
- 
1. COUNTY, as the Transportation Reaching People program ("TRP") agrees to:
    - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
    - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
    - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
    - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
    - e. Develop publicity for the program.
    - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
    - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
    - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
  2. SUBRECIPIENT agrees to:
    - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
    - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
    - c. Provide for adequate safety of volunteers during assignments.
    - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
    - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

**Foothills Community Church-Molalla Adult Comm. Ctr.**

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- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

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**EXHIBIT 8  
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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 subrecipient, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

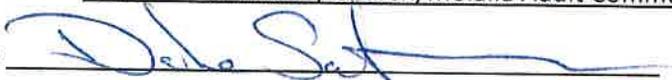
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, Foothills Community Church/Molalla Adult Community Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/14/2021

Company Name: Foothills Community Church/Molalla Adult Community Center

Signature: 

Name: Dale Satrum  
(printed)

Title: Lead Pastor, Foothills Community Church

**Foothills Community Church-Molalla Adult Comm. Ctr.**

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**EXHIBIT 9**  
**CENTER RESPONSE FROM PREVIOUS SOLICITATION**

1. Describe your grievance procedure for clients and how CCSS will fit into the process:

MOLALLA ADULT COMMUNITY CENTER  
RESOLUTION PROCEDURE

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Molalla Adult Community Center policies and procedures and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the Chief Administrative Official. Your complaint can be in writing or in person.

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Chief Administrative Official, he will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Administrator will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the Elder Board. Within thirty (30) days of receipt of your letter the Elder Board will send you a written decision. The decision of the Elders is final as to whether actions taken were justified.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority, rural residents age 60 and older:

Prioritization of services is based on need. The first priority services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services to the "at-risk" population.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Advisory Board is consulted.

3. Describe your agency's operating procedures (use space provided only):

- a. Hours of Operation: From 8:30 a.m. To 4:30 p.m.  
Total hours per day: 8 hrs  
Total hours per week: 40 hrs

b. Official Closures:

New Year's Day, January 1<sup>st</sup>  
Memorial Day, last Monday in May  
Independence Day, July 4<sup>th</sup>  
Labor Day, 1<sup>st</sup> Monday in September  
Thanksgiving, 4<sup>th</sup> Thursday in November  
Christmas, December 25<sup>th</sup>

4. Describe the boundaries of the area for which you propose to provide services.

Molalla area includes Colton, Mulino, Dickey Prairie, Union Mills, Macksburg, Yoder, Scotts Mill, Wilhoit Springs, Kokel Corner, Fernwood, Cedardale, Marquam and Elwood.

Northern Boundary: Carus to Spangler Road to Upper Highland Road to Hwy 211

Western Boundary: Carus down Hwy 213 to Liberal; West on Macksburg Rd. to Canby Marquam Rd.; South on Canby Marquam Rd. to Needy Rd.; West to Meridian; South on Meridian to Prairie Rd.; West to Clackamas County line; South on Clackamas County line to Maple Grove Rd.

Southern Boundary: Maple Grove to Kokel Corner

Eastern Boundary: Arc from Kokel Corner on the South up to intersection of Hwy 211 and Upper Highland Rd.

5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

|                        |                      |             |
|------------------------|----------------------|-------------|
| Senior Center Director | Office Administrator | Van Drivers |
| Cecily Rose            | Lauri Burns          | 2 Part-time |
| 1 FTE                  | .5 FTE               | 1.0 FTE     |

**Foothills Community Church-Molalla Adult Comm. Ctr.**

Subrecipient Grant Agreement #22-006

6. Describe your methods for providing information about services.

The Senior Center informs the community of our services available via: announcements at congregate meal program, newspaper articles, staff public speaking, Center newsletter, bulletin boards, posters, I&R response by volunteers and staff, etc.

7. Briefly, describe your methods for providing legal services.

Several local attorneys volunteer time in which clients may schedule a half-hour appointment free of charge to discuss the legal need. The appointments are held at the Senior Center.

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## **GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

**Foothills Community Church-Molalla Adult Comm. Ctr.**

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**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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June 22, 2021

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of  
Transportation, Rail and Public Transit Division, for 5310 Enhanced Mobility Funds for Preventative  
Maintenance, and Operations Funding for Mt Hood Express, Transportation Reaching People and  
Transportation Services to Boring

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express bus service, preventative maintenance and a replacement vehicle for the Transportation Reaching People Program and purchased services providing elderly and disabled transportation to the Boring area.  |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum agreement is \$215,111. These funds will be used to pay for preventative maintenance and operations for the Mt Hood Express, preventative maintenance for the Transportation Reaching People program, and to provide community-based elderly and disabled transportation services in the Boring area coordinated by the Sandy Senior and Community Center. Match funds will be provided by Special Transportation Formula funds and a public-private partnership with businesses in the Mt. Hood area. |
| <b>Funding Source</b>                  | Federal Transit Administration 5310 Elderly and Disabled Transportation grant. No county general funds are involved.   |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on June 30, 2023   |
| <b>Previous Board Action</b>           | 010721-A5  |
| <b>Strategic Plan Alignment</b>        | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.<br>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.  |
| <b>County Counsel</b>                  | Agreement was reviewed and approved on 6/16/21 by KR   |
| <b>Procurement Review</b>              | 1. Was this time processed through Procurement? No<br>2. In no, provide brief explanation: This is a Grant application. Not subject to Procurement Review.   |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641   |
| <b>Contract No.</b>                    | 10233  |

### Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express buses. The Mt

Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Clackamas County Social Services has received 5310 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. Match is provided through private contributions.

The Transportation Reaching People program provides rides to seniors and persons with disabilities throughout Clackamas County who have limited transportation options to get to medical appointments and other needed services. Preventative maintenance funds are also sought for vehicles operated by the Transportation Reaching People program. Match is provided with Special Transportation Funds.

This agreement also funds the continuation of the community-based elderly and disabled transportation services in the Boring area. These services will be coordinated by the Sandy Senior and Community Center. The county has received funding for this service since 2013. Match will continue to be provided with Special Transportation Formula Funds.

Total amount of the agreement is \$215,111. \$116,649 for preventative maintenance costs on the Mt Hood Express and Transportation Reaching People, \$35,735 for Mt Hood Express Operations, and \$62,727 for community based elderly and disabled transportation services in Boring. No County General Funds are involved.

### **Recommendation**

Staff recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

*Mary R. Wainwright for Rodney A. Cook*

Rodney A. Cook, Interim Director  
He. lth Housing & Human Services

PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

- 1 **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
- 2 **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$239,731.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$215,111.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

**c. Recovery of Grant Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State 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, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
  - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State 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 may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

**pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
  - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
  - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
  - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
  - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
  - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
  - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
  - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

## 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. 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; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
  - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
  - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. 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 Recipient 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.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 Recipient 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.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 Recipient 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 Recipient 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. Recipient'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.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, 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 the recipient of Grant Funds, 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.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the

recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Clackamas County/State of Oregon  
Agreement No. 35148

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Clackamas County**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Teresa Christopherson  
Social Services Department  
Oregon City, OR 97045  
1 (503) 650-5718  
teresachr@co.clackamas.or.us

**State Contact:**

Valerie Egon  
555 13th Street NE  
Salem, OR 97301-4179  
1 (971) 301-0909  
Valerie.Egon@odot.state.or.us

**Signed Agreement Return Address: [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us)**

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Valerie Egon

Date \_\_\_\_\_ 06/14/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_ 05/21/2021

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

|   |                     |                     |                    |               |
|---|---------------------|---------------------|--------------------|---------------|
| <b>Project Title: 5310 Clackamas County 35148</b> |                     |                     |                    |               |
| <i>Operating</i>                                  |                     |                     |                    |               |
| <b>Item #1: Contracted Service (5310 only)</b>    |                     |                     |                    |               |
|   | Total               | Grant Amount        | Local Match        | Match Type(s) |
|   | \$109,731.00        | \$98,462.00         | \$11,269.00        | Local         |
| <b>Item #1: Preventive Maintenance</b>            |                     |                     |                    |               |
|   | Total               | Grant Amount        | Local Match        | Match Type(s) |
|   | \$130,000.00        | \$116,649.00        | \$13,351.00        | Local         |
| <b>Sub Total</b>                                  | <b>\$239,731.00</b> | <b>\$215,111.00</b> | <b>\$24,620.00</b> |               |
| <b>Grand Total</b>                                | <b>\$239,731.00</b> | <b>\$215,111.00</b> | <b>\$24,620.00</b> |               |

**1. PROJECT DESCRIPTION**

*Purchased Services:*

*This task provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in and around the Clackamas County communities of the Highway 26 corridor.*

*Deviated Route services known locally as the Village Shuttle Weekend Service.*

*Section 5310 reimbursements for this service shall not exceed \$35,735.*

*Demand response service known locally as Boring Lifeline Transportation Services connecting the eligible residents of Boring, Oregon to local and nearby community services.*

*Section 5310 reimbursements for this service shall not exceed \$62,727.*

*Section 5310 reimbursements for the Purchased Services task of this agreement shall not exceed \$98,462.*

*Preventive Maintenance:*

*This task within this Agreement provides funding for preventive maintenance on vehicles used in the Mt. Hood Express service's provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

*Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

*Section 5310 reimbursements for the Preventive Maintenance task of this agreement shall not exceed \$116,649.*

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*The contracted service will be provided by a contractor selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.*

*The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the*

*operator of service, the affected community members, and stakeholders identified by Recipient.*

*Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.*

*Recipient will market the services in an inclusive and culturally appropriate manner.*

*Recipient is encouraged to set realistic goals and establish measurable outcomes. Goals and outcomes must be related to rides provided to seniors and individuals with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation service to low income households at the 200 percent poverty threshold and/or overall ridership. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).*

*Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.*

*The following performance measure will be used to evaluate the effectiveness of the project.*

*A ridership goal is established for this project as follows:*

*Village Shuttle Weekend Service:*

*For fiscal years 2022 and 2023: 144,260 rides;  
For fiscal years 2022 and 2023: 2,000 unduplicated passengers.*

*Boring Lifeline Transportation Services:*

*For fiscal years 2022 and 2023: 1,538 rides;  
For fiscal years 2022 and 2023: 48 unduplicated passengers.*

*Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.*

*Preventive Maintenance:*

*Recipient shall complete all preventive maintenance tasks prior to the expiration date of this Agreement.*

*Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

*Recipient must provide to State, upon request, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

*A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.*

*Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.*

### **3. PROJECT ACCOUNTING and MATCHING FUNDING**

*This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in FTA Circular 9070.1G, Section III-14-e.*

*Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, Statewide Transportation Improvement Fund, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor are reimbursable as operating expenses. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.*

*Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.*

### **4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. Invoices from purchase service contractors should be attached to each reimbursement request and show a breakdown of expenses, a description of the service provided (hours, rate, quantity of service), the date(s) of the service, and other relevant service performance information. In-house charges must be documented showing time specifically associated with the project.*

*In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its APR. Photographs of public transit, and related operations, are encouraged to memorialize the achievement of project deliverables.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

| <b>Federal Program</b> | <b>Federal Funding Agency</b>   | <b>CFDA Number</b>   | <b>Total Federal Funding</b> |
|------------------------|---|----------------------|------------------------------|
| 49 U.S.C. 5310         | U.S. Department of Transportation<br>Federal Transit Administration<br>915 Second Avenue, Suite 3142<br>Seattle, WA 98174 | <b>20.513 (5310)</b> | <b>\$215,111.00</b>          |

|  |
|--|
| <b>Administered By</b><br>Public Transportation Division<br>555 13th Street NE<br>Salem, OR 97301-4179 |
|--|

## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

##### TYPES AND AMOUNTS.

###### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

###### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

###### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

**CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability

coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.**

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**CERTIFICATE(S) OF INSURANCE.**

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

### **Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient 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. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor 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 Recipient deems appropriate.*

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



## Grant Application Lifecycle Form

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

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

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

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

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

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

Name of Funding Opportunity: FY22-23 5310 Formula Funds  
Funding Source:  Federal  State  Local: \_\_\_\_\_  
Requestor Information (Name of staff person initiating form): Kristina Babcock  
Requestor Contact Information: 971-349-0481 kbabcock@clackamas.us  
Department Fiscal Representative: Teresa Christopherson  
Program Name or Number (please specify): Various (05339, 05353)  
Brief Description of Project:

Continuation grant for Oregon Department of Transportation 5310 funds for vehicle maintenance and operations for MNX, vehicle maintenance for TRP and rides for seniors and persons with disabilities residing in the Boring area (purchased service).

Name of Funding (Granting) Agency: ODOT

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

<https://trimet.org/meetings/stfac/grants.htm>

OR

Application Packet Attached:  Yes  No

Completed By: Kristina Babcock Date: 12/16/2020

**\*\* 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: 11/20/2020  
CFDA(s), if applicable: 20.513 (5310 funds only)  
Announcement Date: 11/20/2020 Announcement/Opportunity #: N/A  
Grant Category/Title: 5310 Transportation Max Award Value: \$236,880  
Allows Indirect/Rate: \_\_\_\_\_ Match Requirement: Yes  
Application Deadline: 1/6/2021 Other Deadlines: \_\_\_\_\_  
Grant Start Date: 7/1/2021 Other Deadline Description: \_\_\_\_\_  
Grant End Date: 6/30/2023  
Completed By: Kristina Babcock Program Income Requirement: None  
Pre-Application Meeting Schedule: N/A

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

**Mission/Purpose:**

1. *How does the grant support the Department and/or Division's Mission/Purpose/Goals?*

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

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

4. *Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?*

**Organizational Capacity:**

1. *Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?*

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

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

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

**Collaboration**

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

**Reporting Requirements**

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

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

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

**Fiscal**

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

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

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

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

Program Approval:

Teresa Christopherson

12/17/2020

Teresa Christopherson

Name (Typed/Printed)

Date

Signature

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

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

**Section IV: Approvals**

|   |            |               |
|---|------------|---------------|
| <b>DIVISION DIRECTOR (or designee, if applicable)</b> |            |               |
| Brenda Durbin   | 12/17/2020 | Brenda Durbin |
| Name (Typed/Printed)                                  | Date       | Signature     |

|   |          |  |
|---|----------|--|
| <b>DEPARTMENT DIRECTOR (or designee, if applicable)</b> |          |  |
| Richard Swift   | 12/17/20 |  |
| Name (Typed/Printed)                                    | Date     | Signature  |

|   |          |  |
|---|----------|--|
| <b>FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)</b> |          |  |
| Matt Westbrook  | 12/17/20 | Matt Westbrook <small>Digitally signed by Matt Westbrook<br/>Date: 2020.12.17 14:27:45 -05'00'</small> |
| Name (Typed/Printed)  | Date     | Signature  |

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

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

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

|                             |                                    |                                  |
|-----------------------------|------------------------------------|----------------------------------|
| <b>COUNTY ADMINISTRATOR</b> | 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.**

July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #4 with Lifeworks Northwest to provide Relief Nursery Services in Clackamas County

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | Lifeworks Northwest – Children’s Relief Nursery will provide services to families with children at risk and/or that have experienced child abuse/neglect. Services include therapeutic programs and home visitation services or equivalent virtual support, ongoing home-based parent education and respite care. Parents will also have the opportunity to attend an additional 10-week Circle of Security parenting education series. |
| <b>Dollar Amount and Fiscal Impact</b> | Amendment #4 adds \$72,000 for a maximum value of \$290,260 and extends the end date to June 30, 2022.  |
| <b>Funding Source</b>                  | Clackamas County General Fund   |
| <b>Duration</b>                        | July 1, 2021 to June 30, 2022   |
| <b>Previous Board Action/Review</b>    | 072020  |
| <b>Strategic Plan Alignment</b>        | 1. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 05/27/21, KR  |
| <b>Procurement Review</b>              | Was the item processed through Procurement? No.<br>Subrecipient grant amendment   |
| <b>Contact Person</b>                  | Adam Freer  |
| <b>Contract No.</b>                    | CFCC 8926   |

**BACKGROUND:**

The Children, Family and Community Connections Division of the Health, Housing and Human Services Department requests the approval of a local Subrecipient Grant Agreement Amend #4 with LifeWorks Northwest for Relief Nursery services. Lifeworks NW – Children’s Relief Nursery services 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 programs, families receive home visits and are offered parenting education opportunities to promote health parenting and child development, with the goal of reducing the risk of child abuse and neglect.

This Local Subrecipient Grant Amendment #4 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2022. This Agreement has a maximum value of \$290,260.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Roubicek for Rodney A Cook*

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                             |   |  |
|-----------------------------|---|--|
| <b>H3S Contract #:</b> 8926 | <b>Division:</b> CFCC                       | <input type="checkbox"/> Subrecipient                        |
| <b>Board Order #:</b>       | <b>Contact:</b> Jessica Duke                | <input type="checkbox"/> Revenue                             |
|                             | <b>Program Contact:</b><br>Chelsea Hamilton | <input checked="" type="checkbox"/> Amend # 4 \$ \$72,000.00 |
|                             |   | <input type="checkbox"/> Procurement Verified                |
|                             |   | <input type="checkbox"/> Aggregate Total Verified            |

Non BCC Item     BCC Agenda    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** LifeWorks NW

**CONTRACT AMOUNT:** \$290,260.00

**TYPE OF CONTRACT**

|   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract        | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement         | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement    | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

|  |   |
|--|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____              | <input type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input checked="" type="checkbox"/> Upon Signature _____ - 6/30/2022 | <input type="checkbox"/> Biennium _____ - _____             |
| <input type="checkbox"/> Other _____ - _____                         | <input type="checkbox"/> Retroactive Request? _____ - _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

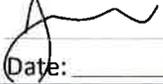
No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Thursday, May 27, 2021  
OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager  
Date: June 22, 2021

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

|   |  |
|---|--|
|   | <input type="checkbox"/> New Agreement/Contract                            |
| X | <input checked="" type="checkbox"/> Amendment/Change Order Original Number |

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** LifeWorks NW

**BOARD AGENDA ITEM**

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

**DATE:** 7/15/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Lifeworks Northwest – Children’s Relief Nursery will provide services to families with children at risk and/or that have experienced child abuse/neglect. Services include therapeutic programs and home visitation services or equivalent virtual support, ongoing home-based parent education and respite care.

Amendment #4 adds funds for FY21-22 for Lifeworks to continue Relief Nursery programming services.

**H3S CONTRACT NUMBER:** 8926

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

Local Recipient Agreement Number: 8926

Board Order Number: 070920

Department/Division: H3S-Children, Family &  
Community Connections

Amendment No. 4

Local Recipient: Lifeworks NW – Relief Nursery

Amendment Requested By: Adam Freer

Changes:  Scope of Service

Agreement Budget

Agreement Time

Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Relief Nursery programming services. 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.

Maximum compensation is increased by \$72,000 for a revised maximum of \$290,260. The amendment becomes effective when it is fully executed for services July 1, 2021 through June 30, 2022.

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

**AMEND:**

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 SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2020 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended

**TO READ:**

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 SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than ***July 1, 2021*** and not later than ***June 30, 2022***, unless this Agreement is sooner terminated or extended

**AMEND:**

1. **Grant Funds.** The COUNTY’s funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that COUNTY will pay is \$218,260.

**TO READ:**

- Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that COUNTY will pay is **\$290,260.**

**REPLACE:**

Exhibit B: Budget Lifeworks NW – Children's Relief Nursery

**WITH:**

| Exhibit B: BUDGET   |   |                     |                                   |  |
|---|---|---------------------|-----------------------------------|--|
| <b>Contractor:</b> LifeWorks NW - Children's Relief Nursery<br><b>Address:</b> 14600 NW Cornell Rd<br>Portland, OR 97229<br><b>Contact Person:</b> Cynthia Asai<br><b>Phone Number:</b><br><b>E-mail:</b> <a href="mailto:cynthia.asai@lifeworksnw.org">cynthia.asai@lifeworksnw.org</a><br><b>Contract Term:</b> July 1, 2021-June 30, 2022<br><b>Contract #:</b> CFCC - #8926 Amend 4 |   |                     |                                   |  |
| Budget Category   | Approved Budget<br>July 1 '21-June 30 '22 | Total               | Match                             |  |
| <b>Personnel</b>  |   |                     |                                   |  |
| Early Childhood Specialist @.99 FTE   | \$ 33,462.00                              | \$ 33,462.00        | Not required on<br>this Agreement |  |
| Fringe @ .25  | \$ 8,365.50                               | \$ 8,365.50         |                                   |  |
| Program Coordinator .20 FTE   | \$ 8,910.72                               | \$ 8,910.72         |                                   |  |
| Fringe @ .25  | \$ 2,227.68                               | \$ 2,227.68         |                                   |  |
| Service Director @ .10 FTE  | \$ 724.46                                 | \$ 724.46           |                                   |  |
| Fringe @ .25  | \$ 217.34                                 | \$ 217.34           |                                   |  |
| Admin assistant to service director @ .005 FTE  | \$ 197.50                                 | \$ 197.50           |                                   |  |
| Fringe @ .25  | \$ 54.31                                  | \$ 54.31            |                                   |  |
| <b>Total Personnel</b>  | <b>\$ 54,159.51</b>                       | <b>\$ 54,159.51</b> |                                   |  |
| <b>Administration</b>   |   |                     |                                   |  |
| Admin costs - iT, payroll, accounting, benefits admin, cultural diversity,  | \$ 6,788.00                               | \$ 6,788.00         |                                   |  |
| <b>Total Administration</b>   | <b>\$ 6,788.00</b>                        | <b>\$ 6,788.00</b>  |                                   |  |
| <b>Program</b>  |   |                     |                                   |  |
| General office - occupancy, rent, utilities telephone, copier, general & property insurance   | \$ 9,822.49                               | \$ 9,822.49         |                                   |  |
| Professional insurance  | \$ 125.00                                 | \$ 125.00           |                                   |  |
| Conference/Training   | \$ 305.00                                 | \$ 305.00           |                                   |  |
| Mileage   | \$ 800.00                                 | \$ 800.00           |                                   |  |
|   | \$ -                                      | \$ -                |                                   |  |
|   | \$ -                                      | \$ -                |                                   |  |
| <b>Total Program</b>  | <b>\$ 11,052.49</b>                       | <b>\$ 11,052.49</b> |                                   |  |
| <b>Total Budget</b>   | <b>\$ 72,000.00</b>                       | <b>\$ 72,000.00</b> |                                   |  |

**Exhibit C: Performance Reporting  
 Children, Family & Community Connections Division  
 Work Plan Quarterly Report – Year 4**

Program: Children’s Relief Nursery  
 Contractor: LifeWorks NW  
 Contact: Denise Glascock denise.glascock@lifeworksnw.org  
 Contract Term: July 1, 2021 – June 30, 2022

| Activities/Outputs   | Intermediate Outcomes/Measurement Tool  | Q1 | Q2 | Q3 | Q4 |
|--|---|----|----|----|----|
| <p><b>Center-Based</b><br/>                     By 6/30/2022, a minimum of 16 unduplicated children will each receive 276 hours of therapeutic classroom services.</p> <p>By 6/30/2022, a minimum of 16 unduplicated children will be receiving, at minimum, monthly home visiting services.</p> | <p><b>Intermediate Outcomes/Measurement Tool</b><br/>                     70% children will demonstrate improvement in age appropriate interactions with peers and adults based on ASQ and ASQ-SE assessments.<br/> <b>Subjective observation, reported quarterly for children who have not yet completed 276 hours.</b></p> <p>After one year of Relief Nursery services, 80% of children will either achieve age-appropriate developmental progress as measured by appropriate developmental assessment tools (ASQ and ASQ-SE), or will be receiving appropriate Special Education and/or other special needs services).<br/> <b>Reported when child/family has received services for one year.</b></p> <p>After six months of enrollment, 70% of parents express prosocial skills after 6 month assessment utilizing the Protective Factors Survey, 2<sup>nd</sup> edition, Retrospective (PFS-2).</p> |    |    |    |    |
| <p><b>Home-Based</b><br/>                     By 6/30/2021, a minimum of 10-20 unduplicated families will receive ongoing home-based parenting education delivered in person or virtual format.</p>  | <p>After six months of enrollment, 70% of parents express prosocial skills after 6 month assessment utilizing the Protective Factors Survey, 2<sup>nd</sup> edition (Retrospective) (PFS-2).</p>  |    |    |    |    |

|  |  |   |  |
|--|--|---|--|
|  |  | progress at 6 month assessment<br># children who have been referred to and/or are receiving appropriate Special Education and/or other special needs services |  |
|  |  | # Served home-based – families<br># Served home-based – parents (individual)  |  |
|  |  | # Parents (individual) participated in PFS-2<br># Parents (individual) expressing prosocial skills after 6 month assessment utilizing the PFS-2               |  |
|  |  | # Served Respite – children   |  |
|  |  | # Served Respite – families   |  |

**Respite**  
 By 6/30/2022, an average of 5 families receiving home-based and center-based services will take advantage of Respite Services at least twice (Respite will occur once a month and includes up to three hours of classroom based services).

**REPLACE:**

Exhibit D-1: Lifeworks NW – Children’s Relief Nursery Reimbursement Request

**WITH:**

| Exhibit D-1: REIMBURSEMENT REQUEST  |                                  |                         |                         |                     |
|---|----------------------------------|-------------------------|-------------------------|---------------------|
| Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:<br>• Request for Reimbursement with an authorized signature<br>• General Ledger backup to support the requested amount<br>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) . |                                  |                         |                         |                     |
| <b>Contractor:</b> LifeWorks NW - Children's Relief Nursery   |                                  |                         |                         |                     |
| <b>Address:</b> 14600 NW Cornell Rd<br>Portland, OR 97229   |                                  |                         | <b>Report Period:</b>   |                     |
| <b>Contact Person:</b> Cynthia Asai   |                                  |                         |                         |                     |
| <b>Phone Number:</b>  |                                  |                         | #8926 Amend 4           |                     |
| <b>E-mail:</b> <a href="mailto:cynthia.asai@lifeworksnw.org">cynthia.asai@lifeworksnw.org</a>   |                                  |                         |                         |                     |
| <b>Contract Period:</b> July 1, 2021-June 30, 2022  |                                  |                         |                         |                     |
| Budget Category   | Budget<br>July 1 '21-June 30 '22 | Current Draw<br>Request | Previously<br>Requested | Balance             |
| <b>Personnel</b>  |                                  |                         |                         |                     |
| Early Childhood Specialist @.99 FTE   | \$ 33,462.00                     | \$ -                    | \$ -                    | \$ 33,462.00        |
| Fringe @ .25  | \$ 8,365.50                      | \$ -                    | \$ -                    | \$ 8,365.50         |
| Program Coordinator .20 FTE   | \$ 8,910.72                      | \$ -                    | \$ -                    | \$ 8,910.72         |
| Fringe @ .25  | \$ 2,227.68                      | \$ -                    | \$ -                    | \$ 2,227.68         |
| Service Director @ .10 FTE  | \$ 724.46                        | \$ -                    | \$ -                    | \$ 724.46           |
| Fringe @ .25  | \$ 217.34                        | \$ -                    | \$ -                    | \$ 217.34           |
| Admin assistant to service director @ .005 FTE  | \$ 197.50                        | \$ -                    | \$ -                    | \$ 197.50           |
| Fringe @ .25  | \$ 54.31                         | \$ -                    | \$ -                    | \$ 54.31            |
| <b>Total Personnel</b>  | <b>\$ 54,159.51</b>              | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ 54,159.51</b> |
| <b>Administration</b>   |                                  |                         |                         |                     |
| Admin costs - IT, payroll, accounting, benefits admin, cultural diversity, exec team  | \$ 6,788.00                      | \$ -                    | \$ -                    | \$ 6,788.00         |
| <b>Total Administration</b>   | <b>\$ 6,788.00</b>               | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ 6,788.00</b>  |
| <b>Program</b>  |                                  |                         |                         |                     |
| General office - occupancy, rent, utilities telephone, copier, general & property insurance   | \$ 9,822.49                      | \$ -                    | \$ -                    | \$ 9,822.49         |
| Professional insurance  | \$ 125.00                        | \$ -                    | \$ -                    | \$ 125.00           |
| Conference/Training   | \$ 305.00                        | \$ -                    | \$ -                    | \$ 305.00           |
| Mileage   | \$ 800.00                        | \$ -                    | \$ -                    | \$ 800.00           |
|   |                                  | \$ -                    | \$ -                    | \$ -                |
|   |                                  | \$ -                    | \$ -                    | \$ -                |
| <b>Total Program</b>  | <b>\$ 11,052.49</b>              | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$11,052.49</b>  |
| <b>Total Grant Funds Requested</b>  | <b>\$ 72,000.00</b>              | <b>\$ -</b>             | <b>\$ -</b>             | <b>\$ 72,000.00</b> |
| By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.<br>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.  |                                  |                         |                         |                     |

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

**AGENCY**

Lifeworks NW  
14600 NW Cornell Road  
Portland, OR 97229

By:   
\_\_\_\_\_  
Mary Mohnat, CEO/President

Date: 06/15/21

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

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

July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Hoodland Senior  
Center to Provide Social Services for  
Clackamas County Residents

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.  |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum agreement is \$82,728. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc. |
| <b>Funding Source</b>                  | The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.   |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on June 30, 2022  |
| <b>Previous Board Action</b>           | None  |
| <b>Strategic Plan Alignment</b>        | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.<br>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.                     |
| <b>County Counsel</b>                  | 1. Date of Counsel review: 5/27/21<br>2. Initials of County Counsel performing review: AN   |
| <b>Procurement Review</b>              | 1. Was this time processed through Procurement? No<br>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.   |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641  |
| <b>Contract No.</b>                    | H3S #10206; Subrecipient #22-003  |

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons living in the Villages of Mt. Hood area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

July 22, 2021

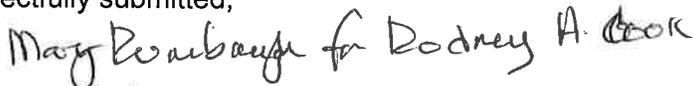
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Hoodland Senior Center showed an interest in providing these services in the Villages of Mt. Hood area, so an Interagency Subrecipient agreement with the Hoodland Senior Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                              |   |  |
|------------------------------|---|--|
| <b>H3S Contract #:</b> 10206 | <b>Division:</b> SS                       | <input checked="" type="checkbox"/> <b>Subrecipient</b>  |
| <b>Board Order #:</b>        | <b>Contact:</b> Reid, Stefanie            | <input type="checkbox"/> <b>Revenue</b>                  |
|                              | <b>Program Contact:</b><br>Reid, Stefanie | <input type="checkbox"/> <b>Amend #</b> \$               |
|                              |   | <input type="checkbox"/> <b>Procurement Verified</b>     |
|                              |   | <input type="checkbox"/> <b>Aggregate Total Verified</b> |

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** 21-23 Hoodland Senior Center

**CONTRACT AMOUNT:** \$82,728.00

**TYPE OF CONTRACT**

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Agency Service Contract</b>                   | <input type="checkbox"/> <b>Memo of Understanding/Agreement</b>                 |
| <input type="checkbox"/> <b>Construction Agreement</b>                    | <input type="checkbox"/> <b>Professional, Technical &amp; Personal Services</b> |
| <input type="checkbox"/> <b>Intergovernmental Agreement</b>               | <input type="checkbox"/> <b>Property/Rental/Lease</b>                           |
| <input checked="" type="checkbox"/> <b>Interagency Services Agreement</b> | <input type="checkbox"/> <b>One Off</b>   |

**DATE RANGE**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> <b>Full Fiscal Year</b> 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> <b>4 or 5 Year</b> _____ - _____ |
| <input type="checkbox"/> <b>Upon Signature</b> _____ - _____                     | <input type="checkbox"/> <b>Biennium</b> _____ - _____               |
| <input type="checkbox"/> <b>Other</b> _____ - _____                              | <input type="checkbox"/> <b>Retroactive Request?</b> _____ - _____   |

**INSURANCE** What insurance language is required?

- Checked Off**     **N/A**
- Commercial General Liability:**     **Yes**     **No, not applicable**     **No, waived**  
 if no, explain why: \_\_\_\_\_
- Business Automobile Liability:**     **Yes**     **No, not applicable**     **No, waived**  
 if no, explain why: \_\_\_\_\_
- Professional Liability:**     **Yes**     **No, not applicable**     **No, waived**  
 if no, explain why: \_\_\_\_\_
- Approved by Risk Mgr \_\_\_\_\_

Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

- No**     **Yes** (must have CC approval-next box)     **N/A** (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

- Yes by:** Naylor, Andrew    **Date Approved:** Thursday, May 27, 2021
- OR
- This contract is in the format approved by County Counsel.**

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.06.22 18:02:49 -0700

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

**New Agreement/Contract**

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

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Social Services**

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

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: 21-23 Hoodland Senior Center** \_\_\_\_\_

**BOARD AGENDA ITEM**

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

**DATE: 7/22/2021** \_\_\_\_\_

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

**H3S CONTRACT NUMBER: 10206** \_\_\_\_\_

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 22-003**

This Agreement is between Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and Hoodland Senior Center ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

**Clackamas County Data**

|   |  |
|---|--|
| Grant Accountant: Sue Aronson   | Project Manager: Stefanie Reid-Danielson   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-742-5421<br><a href="mailto:suea@clackamas.us">suea@clackamas.us</a> | Clackamas County – Social Services Division<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-655-8330<br><a href="mailto:stefanierei@clackamas.us">stefanierei@clackamas.us</a> |

**Subrecipient Data**

|   |  |
|---|--|
| Finance/Fiscal Representative: <b><i>Ella Vogel</i></b>   | Program Representative: <b><i>Same</i></b> |
| Ella Vogel, Center Manager<br>P.O. Box 508, 65000 E. Hwy 26<br>Welches, OR 970067<br>503-622-3331<br><a href="mailto:hoodlandseniors@frontier.com">hoodlandseniors@frontier.com</a> | Same                                       |
| DUNS: 92-891-8077   | FEIN: 93-6002250                           |

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

## AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$82,728**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

  - a. Grant Funds:** COUNTY's funding of **\$36,223** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. Other Funds.** COUNTY's funding of **\$42,855** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds Issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$1,250** for Low Income Home

**Hoodland Senior Center**

Subrecipient Grant Agreement #22-003

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Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

5. **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. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
  - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **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 Section 7.

**Hoodland Senior Center**

Subrecipient Grant Agreement #22-003

**10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
- 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 COUNTY within 15 days.
- c. Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT 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, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

#### **11. Compliance with Applicable Laws**

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement.

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by

- other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**12. SUBRECIPIENT Standard Terms and Conditions.** SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

#### **14. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT 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 (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each Insurance noted below:
  - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT 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.
- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
  
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
  
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT 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. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  
- vii. **Primary Coverage Clarification.** SUBRECIPIENT 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.
  
- viii. **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.
  
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
  
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **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.
- g. **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 COUNTY and SUBRECIPIENT 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. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **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.
- i. **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.
- j. **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.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

**Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

*(signature page follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

**Approved to Form:**

By: \_\_\_\_\_  
County Counsel

**HOODLAND SENIOR CENTER**

By: Robert Boertien  
Robert Boertien, Board Chair

Dated: 06/03/2021

**Approved as to Content:**

By: Ella Vogel  
Ella Vogel, Center Manager

Dated: 6/3/2021

Dated: \_\_\_\_\_

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

#### 1. PURPOSE OF THE SERVICES (WORK)

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, Information and assistance, case management; reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
  - i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
  
- d. **PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
  
- e. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
  - i. Hoodland Senior Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. SUBRECIPIENT will be responsible for:
    - i. recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
    - ii. orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
    - iii. submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

- iv. drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Hoodland community to enhance visibility and encourage participation. One unit is one meal served.
- h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- j. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed; accepted application submitted to COUNTY prior to the January 1, 2022 deadline

### 3. SERVICE OBJECTIVES

#### a. **Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).

- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**b. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

**e. Public Outreach/Education**

**Objective:** To provide information to groups of current or potential clients and community partners about available services for Hoodland area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
  - i. outline of presentation
  - ii. copies of flyers, brochures, etc. distributed
  - iii. names and number of people in group presented to

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## **f. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - i. Recruiting drivers.
  - ii. Submitting criminal checks
  - iii. Ensuring all drivers meet Ride Connection training requirements
  - iv. Scheduling road tests for all drivers.
  - v. Conducting periodic/seasonal driver safety training.
  - vi. Providing a copy of written procedures for transportation services to each driver.
  - vii. Scheduling vehicle maintenance.
  - viii. Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

## **g. Food Service**

**Objective 1:** To produce and deliver contracted number of meals to throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
  - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
  - ii. The cycle for the cycle menu system must be at least nine weeks long.
  - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
  - iv. Menus should reflect the tastes and appetites of the current elderly population.
  - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.

- vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

#### **h. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone
  - (3) have a physical or mental impairment which prevents proper functioning within society
  - (4) be of a minority group
  - (5) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

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**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - (2) no means test is used in the collection of contributions or provision of the meal.

**i. OAA HDM Assessment**

**Objective:**

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

**j. Evidence-based Health & Wellness Program**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

**k. Low Income Home Energy Assistance Program (LIHEAP) Intakes**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. SUBRECIPIENT CSC ensures that the application form is completed per program requirements

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**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear-view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

**B. Drivers**

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
  - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

**C. Vehicles**

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - a. 2013 Ford Goshen, VIN: 1FDEEFLIEDA23762
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

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### EXHIBIT 3

#### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to 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).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth In Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
  - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
  - b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
  - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
- 7. Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 8. Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

**Hoodland Senior Center**

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purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of Impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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## EXHIBIT 4

### Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

**Hoodland Senior Center**

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SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
  - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
  - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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**Exhibit 5  
Reporting Requirements**

**INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, 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 SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

**2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6  
Budget and Units of Service**

**1. BUDGET**

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount. SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

Hoodland Senior Center  
Fiscal Year 2021-22

| Federal Award Numbers<br>CFDA Number<br>Service Category | OAA III B                            | OAA III C1                           | OAA III C2                           | OAA III C2                         | OAA III C2                           | OAA III D                            | Required Match | NSIP                                 | Other                 | Rate Connection     | LHEAP                                     | OAA                  | NO. OF           | TOTAL         | REIMBURSE-   |                   |
|--|--------------------------------------|--------------------------------------|--------------------------------------|------------------------------------|--------------------------------------|--------------------------------------|----------------|--------------------------------------|-----------------------|---------------------|---|----------------------|------------------|---------------|--------------|-------------------|
|  | Funds<br>16A4ORT3SS<br>93,044<br>(1) | Funds<br>16A4ORT3C1<br>93,045<br>(2) | Funds<br>16A4ORT3HD<br>93,045<br>(3) | Funds<br>CARES-Ad<br>93,045<br>(4) | Funds<br>16A4ORT3PH<br>93,043<br>(5) | Funds<br>16A4ORN3IP<br>93,053<br>(7) | Funds<br>(8)   | Funds<br>16A4ORN3IP<br>93,053<br>(7) | State<br>Funds<br>(8) | STF<br>Funds<br>(9) | 5310 Funds<br>OR-65-012<br>20,513<br>(10) | Funds<br>N/A<br>(11) | Prog Inc<br>(12) | UNITS<br>(13) | COST<br>(14) | MENT RATE<br>(15) |
| Case Management  | 853                                  |                                      |                                      |                                    |                                      |                                      | 95             |                                      |                       |                     |   |                      |                  | 53.7          | \$948        | \$15.89           |
| Reassurance  | 1,060                                |                                      |                                      |                                    |                                      |                                      | 118            |                                      |                       |                     |   |                      |                  | 67.0          | \$1,178      | \$15.82           |
| Information & Assistance                                 | 3,122                                |                                      |                                      |                                    |                                      |                                      | 347            |                                      |                       |                     |   |                      |                  | 425           | \$3,469      | \$7.34            |
| Public Outreach  | 250                                  |                                      |                                      |                                    |                                      |                                      | 28             |                                      |                       |                     |   |                      |                  | 5             | \$278        | \$50.00           |
| Transportation - OAA                                     | 1,000                                |                                      |                                      |                                    |                                      |                                      | 111            |                                      |                       |                     |   |                      |                  | 200           | \$1,111      | \$5.00            |
| OAA HDN Assessments                                      |                                      |                                      |                                      | 477                                |                                      |                                      | 0              |                                      |                       |                     |   |                      |                  | 30            | \$477        | \$15.90           |
| OAA NSIP Food Service                                    |                                      | 4,605                                | 5,862                                | 2,196                              |                                      |                                      | 1,164          | 3,292                                |                       |                     |   | 4,862                | 5,065            | \$21,982      | \$4.11       |                   |
| OAA Meal Prog. Mngt.                                     |                                      | 3,021                                | 3,645                                | 1,440                              |                                      |                                      | 763            |                                      |                       |                     |   |                      | 5,065            | \$9,069       | \$1.64       |                   |
| Evidence Based Health & Wellness Programs                |                                      |                                      |                                      |                                    |                                      | 5,200                                | 0              |                                      | 0                     |                     |   |                      | 104              | \$5,200       | \$50.00      |                   |
| Transp. - Ride Con Out of Dist.                          |                                      |                                      |                                      |                                    |                                      |                                      | 0              |                                      |                       | 4,803               |   | 274                  | 547              | \$5,077       | \$8.75       |                   |
| STF - Van/Vol or Taxi                                    |                                      |                                      |                                      |                                    |                                      |                                      | 0              |                                      |                       | 33,052              |   | 738                  | 1,475            | \$38,790      | N/A          |                   |
| Ride Con - Vehicle Maint                                 |                                      |                                      |                                      |                                    |                                      |                                      | 600            |                                      |                       |                     | 2,400                                     |                      | N/A              | \$3,000       | N/A          |                   |
| LHEAP Applications                                       |                                      |                                      |                                      |                                    |                                      |                                      | \$0            |                                      |                       |                     | 1,250                                     |                      | 50               | \$1,250       | \$25.00      |                   |
| <b>TOTALS</b>  | \$6,285                              | \$7,626                              | \$9,707                              | \$4,113                            | \$5,200                              | \$3,226                              | \$3,226        | \$3,292                              | \$0                   | \$42,855            | \$2,400                                   | \$5,873              | 50               | \$91,828      |              |                   |

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

Source of OAA Match - Staff time

Contracted Amount \$82,728

Federal Award Totals \$34,510

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

| Service Category                          | Planned Number of Service Units | Unit of Measurement                 | Number of Unduplicated Clients to be Served |
|---|---------------------------------|-------------------------------------|---|
| Case Management (OAA)                     | 53.7                            | 1 hour of service                   | 35  |
| Reassurance (OAA)                         | 67                              | 1 contact                           | 15  |
| Information and Assistance (OAA)          | 425                             | 1 response to inquiry and follow up | 75  |
| Ccommunity Outreach                       | 5                               | 1 presentation                      | N/A   |
| Transportation (OAA Funding)              | 200                             | 1 one-way ride                      | 35  |
| Food Service (OAA)                        | 4,500                           | 1 meal delivered/served             | 50  |
| Meal Site Management (OAA)                | 4,500                           | 1 meal delivered/served             | 50  |
| OAA HDM Assessments                       | 30                              | 1 Assessment Completed              | 25  |
| Evidence Based Health & Wellness Programs | 104                             | 1 class session                     | 15  |
| Transportation (Ride Connection)          | 547                             | 1 one-way ride                      | 35  |
| Transportation (STF Funding)              | 1,475                           | 1 one-way ride                      | 25  |
| LIEAP Intakes                             | 50                              | 1 Completed Application             | 50  |

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## EXHIBIT 7

### Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

#### ~ BASIC PROVISIONS ~

#### Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
2. Conduct business in the best interest of volunteers and clients.
3. Communicate any issues, concerns and problems to each other in a timely manner.

#### 1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:

- a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
- b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
- c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
- d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
- e. Develop publicity for the program.
- f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
- g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
- h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.

#### 2. SUBRECIPIENT agrees to:

- a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
- b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
- c. Provide for adequate safety of volunteers during assignments.
- d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
- e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

**Hoodland Senior Center**

Subrecipient Grant Agreement #22-003

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- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People ("TRP") program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

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**EXHIBIT 8  
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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 SUBRECIPIENT, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

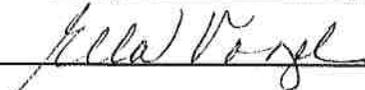
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, Hoodland Senior Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

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

Company Name: Hoodland Senior Center

Signature: 

Name: Ella Vogel  
(printed)

Title: Center Manager

**EXHIBIT 9**  
**CENTER RESPONSE FROM PREVIOUS SOLICITATION**

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director and Board of Directors. The Board of Director's decision is binding. All complaints relating to AAA contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Traditionally, Hoodland Senior Center clients have not been denied outreach, case monitoring, or information and referral services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the outreach program.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: From 9 a.m. To 4 p.m. Mon. – Thurs.

Total hours per day: 7 hrs

Total hours per week: 28 hrs

b. Official Closures:

New Year's Day, January 1

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November

Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

Hoodland area includes Welches, Rhododendron, Zig Zag, Brightwood, Salmon, Marmot, Alder Creek, Wemme and Government Camp. Service Area is Welches Grade School District

**Hoodland Senior Center**

Subrecipient Grant Agreement #22-003

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5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Director (0.75 FTE)      Clerical Asst. (0.5 FTE)

6. Describe methods for providing information about services.

A variety of means are utilized to disseminate public information about services center staff and volunteers provide. A newsletter every other month is mailed out to Hoodland seniors. Presentations concerning senior issues and center programs are made to community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Hoodland Senior Center Board of Directors, from churches and other organizations also represent an important source of community networking and information sharing.

7. Briefly, describe methods for providing legal services.

Referrals are made to the Pro Bono monthly attorney assistance program at the Sandy Senior and Community Center, and to the Legal Aid Services of Oregon office in Portland.

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## **GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return

### **Hoodland Senior Center**

Subrecipient Grant Agreement #22-003

home or request to be returned to a location other than the original pick up address.

**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Friends of Canby  
Adult Center to Provide Social Services for  
Clackamas County Residents

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | Subrecipient Agreement with the Friends of Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby service area.   |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum agreement is \$236,735. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc. |
| <b>Funding Source</b>                  | The Older American Act (OAA), Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.  |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on June 30, 2022   |
| <b>Previous Board Action</b>           | None   |
| <b>Strategic Plan Alignment</b>        | 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.<br>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.                      |
| <b>County Counsel</b>                  | 1. Date of Counsel review: 5/27/21<br>2. Initials of County Counsel performing review: AN  |
| <b>Procurement Review</b>              | 1. Was this time processed through Procurement? No<br>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.  |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641   |
| <b>Contract No.</b>                    | H3S #10195; Subrecipient #22-001   |

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Friends of Canby Adult Center to provide Older American Act (OAA) funded services for persons living in the Canby area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

Page 2 – Staff Report: H3S#10195  
July 22, 2021

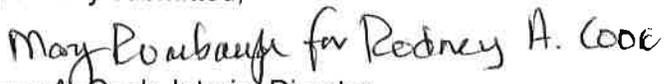
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Friends of Canby Adult Center showed an interest in providing these services in the Canby area, so an Interagency Subrecipient agreement with the Friends of Canby Adult Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

  
Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                              |  |   |
|------------------------------|--|---|
| <b>H3S Contract #:</b> 10195 | <b>Division:</b> SS                      | <input checked="" type="checkbox"/> Subrecipient  |
| <b>Board Order #:</b>        | <b>Contact:</b> Stefanie Reid            | <input type="checkbox"/> Revenue                  |
|                              | <b>Program Contact:</b><br>Stefanie Reid | <input type="checkbox"/> Amend # \$               |
|                              |  | <input type="checkbox"/> Procurement Verified     |
|                              |  | <input type="checkbox"/> Aggregate Total Verified |

Non BCC Item     BCC Agenda    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** 21-23 Canby Adult Center

**CONTRACT AMOUNT:** \$236,735.00

**TYPE OF CONTRACT**

|  |  |
|--|--|
| <input type="checkbox"/> Agency Service Contract                   | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement                    | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement               | <input type="checkbox"/> Property/Rental/Lease                       |
| <input checked="" type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

|  |                      |  |   |
|--|----------------------|--|---|
| <input checked="" type="checkbox"/> Full Fiscal Year | 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year          | - |
| <input type="checkbox"/> Upcn Signature              | -                    | <input type="checkbox"/> Biennium                        | - |
| <input type="checkbox"/> Other                       | -                    | <input checked="" type="checkbox"/> Retroactive Request? | - |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

Yes by: Andrew Naylor    Date Approved: Thursday, May 27, 2021  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.06.22 17:51:28 -0700

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

|   |  |
|---|--|
| X | New Agreement/Contract                       |
|   | Amendment/Change Order Original Number _____ |

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 21-23 Canby Adult Center

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 7/22/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Canby area.

**H3S CONTRACT NUMBER:** 10195

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 22-001**

This Agreement is between **Clackamas County**, ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and  
**Friends of Canby Adult Center, Inc., dba Canby Adult Center** ("SUBRECIPIENT"), an Oregon Nonprofit Corporation.

**Clackamas County Data**

|   |  |
|---|--|
| Grant Accountant: Sue Aronson   | Project Manager: Stefanie Reid-Danielson   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-742-5421<br><a href="mailto:suea@clackamas.us">suea@clackamas.us</a> | Clackamas County – Social Services Division<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-655-8330<br><a href="mailto:stefanierei@clackamas.us">stefanierei@clackamas.us</a> |

**Subrecipient Data**

|   |  |
|---|--|
| Finance/Fiscal Representative: <b>Center Director</b>   | Program Representative: <b>Center Director</b> |
| Kathy Robinson<br>P.O. Box 10, 1250 S. Ivy<br>Canby, RO 97013<br>503-266-2970<br><a href="mailto:cacdir@canby.com">cacdir@canby.com</a> | Same   |
| DUNS: 10-968-7413   | FEIN: 93-0943494                               |

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

## AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$236,735**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

  - a. Grant Funds:** COUNTY's funding of **\$201,756** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services ("ODHS"), Adults and People with Disabilities (APD), Community Services & Solutions Unit (CSSU) and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. Other Funds:** COUNTY's funding of **\$27,454** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by

**Canby Adult Center**

Subrecipient Grant Agreement #22-001

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Ride Connection, Inc. and TriMet. COUNTY's funding of **\$2,100** for National Diabetes Prevention Program are from Oregon Wellness Network, and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

- 5. 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. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
  - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **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 Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
  - 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 COUNTY within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’s discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT 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, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

#### **11. Compliance with Applicable Laws**

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees

to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement.

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held

confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**12. SUBRECIPIENT Standard Terms and Conditions.** SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**14. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**15. General Agreement Provisions.**

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT 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 (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT’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 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT 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.
  - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
  - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT 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. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT 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.
- viii. **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.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **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.
- g. **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 COUNTY and SUBRECIPIENT 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. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **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.
- i. **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.
- j. **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.

- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation
- Exhibit 10: Business Associate Agreement

*(signature page follows)*

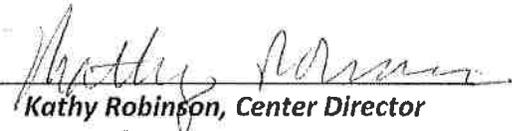
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS COUNTY**

**Friends of Canby Adult Center, Inc.  
DBA: Canby Adult Center**

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

By:   
**Kathy Robinson, Center Director**

**Signing on Behalf of the Board:**

Dated: June 22 2021

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

**Approved to Form:**

By approved via email by A. Naylor  
County Counsel

Dated: 5/27/21

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

#### 1. PURPOSE OF THE SERVICES

The purpose of this Agreement is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES. SUBRECIPIENT will provide the following Work:

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Canby Adult Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Ensure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will

note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$14.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Canby Adult Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."

g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Canby community to enhance visibility and encourage participation. One unit is one meal served.

- h. **OAA HDM Assessment:** a means of determining a homebound older person’s eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must be demonstrated to be evidence-based and effective with older populations.
- j. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes:** A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the January 1, 2022 deadline.

### 3. **SERVICE OBJECTIVES**

#### a. **Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients’ service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**b. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 Monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

**e. Public Outreach/Education**

**Objective:** To provide information to groups of current or potential clients and community partners about available services for Canby area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
  - (1) outline of presentation
  - (2) copies of flyers, brochures, etc. distributed
  - (3) names and number of people in group presented to

**f. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - (1) Recruiting drivers.
  - (2) Submitting criminal checks
  - (3) Ensuring all drivers meet Ride Connection training requirements
  - (4) Scheduling road tests for all drivers.
  - (5) Conducting periodic/seasonal driver safety training.
  - (6) Providing a copy of written procedures for transportation services to each driver.
  - (7) Scheduling vehicle maintenance.
  - (8) Maintain daily Pre- and Post- trip Reports

- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

**g. Food Service**

**Objective 1:** To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
  - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
  - ii. The cycle for the cycle menu system must be at least nine weeks long.
  - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
  - iv. Menus should reflect the tastes and appetites of the current elderly population.
  - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
  - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
  - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6:** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

#### **h. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone
  - (3) have a physical or mental impairment which prevents proper functioning within society
  - (4) be of a minority group
  - (5) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - (2) no means test is used in the collection of contributions or provision of the meal.

**i. OAA HDM Assessment**

**Objective:**

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

**j. Evidence-based Health & Wellness Program**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

**k. Low Income Energy Assistance Program (LIEAP) Intakes**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- iv. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe rides to clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

**B. Drivers**

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
  - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

### **C. Vehicles**

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - a. 2015 Dodge MV1 Amerivan; VIN: 2C7WDGBG8FR705616
  - b. 2017 Ford StarCraft Allstar; VIN: 1FDEE3FS6HDC29364
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

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## EXHIBIT 3

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to 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).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
  - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

**6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
  - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.4 and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396a (58) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13 Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a subrecipient purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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## EXHIBIT 4

### Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
  - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 5 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, Community Services & Supports Unit and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

- 7. Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for the longest of:

  - a. Six years following final payment and termination of this Agreement;
  - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
  - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
- 8. Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 9. Assignment of Agreement, Successors in Interest.**

  - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 10. No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 11. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
  
- 12. Major Disaster Declaration Number DR4499OR Agreement Provisions.** COUNTY is acquiring the services under this Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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**Exhibit 5**  
**Reporting Requirements**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, 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 SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

**2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6**  
**Budget and Units of Service**

**1. BUDGET**

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

CANBY ADULT CENTER  
Fiscal Year 2021-22

| Federal Award Numbers                    | CFDA Number | Service Category | OAA III B |     | OAA III C1 |     | OAA III C2 |     | OAA III C2 |     | OAA III D |     | Required Match | NSIP Funds | State Funds | Other Funds | Ride Connection |     | MEDICAD Funds | LIEAP Funds | Program Income | NO. OF UNITS | TOTAL COST | Reimbursement Rate |
|--|-------------|------------------|-----------|-----|------------|-----|------------|-----|------------|-----|-----------|-----|----------------|------------|-------------|-------------|-----------------|-----|---------------|-------------|----------------|--------------|------------|--------------------|
|  |             |                  | Funds     | (1) | Funds      | (2) | Funds      | (3) | Funds      | (4) | Funds     | (5) |                |            |             |             | Funds           | (6) |               |             |                |              |            |                    |
| Case Management                          | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 88.02        | \$2,261    | \$23.12/hr         |
| Reassurance                              | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 49           | \$1,136    | \$20.86            |
| Inf. & Assistance                        | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 663          | \$10,012   | \$13.58            |
| Public Outreach                          | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 7            | \$167      | \$21.43            |
| Transportation - OAA                     | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 1,684        | \$842      | \$0.00             |
| Evidence Based Health & Wellness Program | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 104          | \$5,200    | \$50.00            |
| National Diabetes Prevention Program     | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 28           | \$2,100    | \$75.00            |
| Trans - Ride Con. Out of Dist            | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 2,992        | \$27,675   | \$8.75             |
| Non-Medical T19 Transportation           | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                | 75           | \$1,275    | \$17.00            |
| Ride Connection Vehicle Maintenance      | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                |              |            |                    |
| OAA-HDM Assessments                      | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                |              |            |                    |
| OAA Meal Site Management                 | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                |              |            |                    |
| Food Service - OAA & NSIP                | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                |              |            |                    |
| LIEAP Intakes                            | 16AORT355   | 93,044           |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                |              |            |                    |
| TOTALS                                   |             |                  |           |     |            |     |            |     |            |     |           |     |                |            |             |             |                 |     |               |             |                |              |            |                    |

Source of OAA Match - Staff time

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

Contracted Amount: \$236,735

Federal Award Totals 206,556

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

| Service Category                             | Planned Number of Service Units | Unit of Measurement                 | Number of Unduplicated Clients to be Served |
|--|---------------------------------|-------------------------------------|---|
| Case Management (OAA)                        | 80.02                           | 1 hour of service                   | 25  |
| Reassurance (OAA)                            | 49                              | 1 contact                           | 50  |
| Information and Assistance (OAA)             | 663                             | 1 response to inquiry and follow up | 45  |
| Community Outreach                           | 7                               | 1 presentation                      | N/A   |
| Transportation (OAA)                         | 1684                            | 1 one-way ride                      | N/A   |
| Evidence-based Health & Wellness programming | 104                             | 1 class session                     | 20  |
| National Diabetes Prevention Program         | 28                              | 1 class session                     | 10  |
| Transportation (Medicaid non-medical)        | 75                              | 1 one-way ride                      | 3   |
| Transportation (Ride Connection & STF)       | 2992                            | 1 one-way ride                      | 100   |
| Food Service (OAA & NSIP)                    | 39,865                          | 1 meal delivered/served             | 225   |
| Meal Site Management (OAA)                   | 39,865                          | 1 meal delivered/served             | 225   |
| OAA HDM Assessments                          | 145                             | 1 Assessment Completed              | 125   |
| LIEAP Intakes                                | 25                              | 1 Application Completed             | 25  |

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## EXHIBIT 7

### Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

#### ~ BASIC PROVISIONS ~

#### Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
  2. Conduct business in the best interest of volunteers and clients.
  3. Communicate any issues, concerns and problems to each other in a timely manner.
- 
1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:
    - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
    - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
    - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
    - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
    - e. Develop publicity for the program.
    - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
    - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
    - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
  2. SUBRECIPIENT agrees to:
    - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
    - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
    - c. Provide for adequate safety of volunteers during assignments.
    - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
    - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

#### **Canby Adult Center**

Subrecipient Grant Agreement #22-001

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

**~ ADDITIONAL PROVISIONS ~**

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

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**EXHIBIT 8  
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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 SUBRECIPIENT, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, Canby Adult Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: June 22 2021

Company Name: Friends of the Canby Adult Center, Inc.

Signature: Kathy Robinson

Name: Kathy Robinson

Title: Center Manager

**Canby Adult Center**

Subrecipient Grant Agreement #22-001

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**Exhibit 9**  
**CENTER RESPONSE FROM PREVIOUS SOLICATION**

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

**PROCEDURAL MEMO: #1B                      DATE: 5/9/96**  
**RE: Center Participant Grievance/Service Appeal/Complaint Procedure**

**WHO CAN USE THIS PROCEDURE?**

Any person who has been denied a Canby Adult Center service, who has been told they are ineligible for a service, or who has a complaint about how a Canby Adult Center service is being provided may use this grievance appeal/complaint procedure. The complaint cannot be something a person has only heard about. A paid employee of Canby Adult Center, who has a complaint about a matter which may affect his or her employment adversely must use the Grievance Procedure established by Canby Adult Center Board of Directors, Personnel Policies.

**BEFORE A PERSON CAN MAKE A COMPLAINT OR APPEAL**

It's important that a person try to solve a problem with the people directly involved. Talk over a complaint with them first. For example, if a person has been told he/she can't receive one of Canby Adult Center services, talk to the staff person who directs the service to find out why. If a person's complaint is about how one of Canby Adult Center services is being provided, talk to the person in charge of the day-to-day operation of that service to see if she/he can solve the problem. A person may go ahead with the procedure described below if that problem isn't solved informally.

**WHERE TO TAKE A COMPLAINT**

A person may take a complaint to the Canby Adult Center Director if the matter is not resolved with the department staff. A complaint can be in writing or in person. (See the address and phone number below.) It must concern something directly related to a service provided by Canby Adult Center.

**HOW THE COMPLAINT WILL PROCEED**

When a person makes a complaint, the Center Director will start a file. The file will contain a description of the complaint and report of any action taken to solve the problem. The Center Director will discuss the complaint with the person to try to solve the problem. Within five (5) working days of this discussion, the Center Director will let the complainant know what action is being taken. A person may request a review by the Grievance Committee of the Board of Directors if the problem isn't solved by the Center Director.

**COMPLAINT REVIEW**

The Grievance Committee of the Board of Directors will review the information on file about a the complaint and discuss it with the complainant to try to solve the problem. Within five (5) working days of this discussion the Grievance Committee will let the person know what action is

being taken. A person may request a hearing by the full Board of Directors if the problem isn't solved by the Grievance Committee.

### **HEARING**

A complainant may request for a hearing before the Board of Directors. It must be in writing and contain a written statement describing the complaint and the circumstances surrounding it. A hearing date will be set on a day, time and place convenient for all. The hearing must be within thirty (30) calendar days of a request for a hearing. A complainant has the right to ask the Board of Directors for copies of all papers which will be used during the hearing. At the hearing both the complainant and the Board of Directors can show papers or pictures or anything that helps to describe the situation in question. Both the complainant and the Board can ask other witnesses to answer questions about the situation. Copies must be provided to the complainant at no cost.

When the hearing is over, the Board of Directors will send the complainant a written decision within five (5) working days of the hearing. The decision of the Board of Directors shall be the final decision as to whether actions taken were justified by Canby Adult Center policies and procedures in existence, and whether circumstances warrant policy review by Canby Adult Center Board of Directors.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Priority is given to the Nutrition program which includes a hot noon meal (4 days a week), cooked in our kitchens, and a hot meal (4 days a week) delivered to the residence of those who are homebound, and a frozen meal for three days of the week for those days when the meals are not delivered (Tuesday, Saturday and Sunday).

Priority in terms of time, resources and staff focus is given to the needs of the Client Services Coordinator who does home visits, case review, information & referral. The Client Services Coordinator helps clients with transportation, health insurance, housing and basic needs. The CSC coordinates volunteer drivers who transport seniors to appointments. The CSC offers used medical equipment to those who do not have insurance or whose insurance does not cover medical equipment. The CSC does 101+ other things for clients depending on the need.

It is the philosophy of the Canby Adult Center that all other staff support the work of these three departments: Kitchen, Meals on Wheels and Client Services.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: from 8:30 a.m. to 4:30 p.m.

Total hours per day: 8 hours

Total hours per week: 40 hours

After hours the building is used by individuals, community groups, civic organizations and others for meeting space. A monitor is employed to open and close the building and be host to each group while in the building.

b. Official Closures:

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day plus the Friday after, and Christmas Day.

4. Please describe the boundaries of the area for which a person propose to provide services.

Canby School District boundaries.

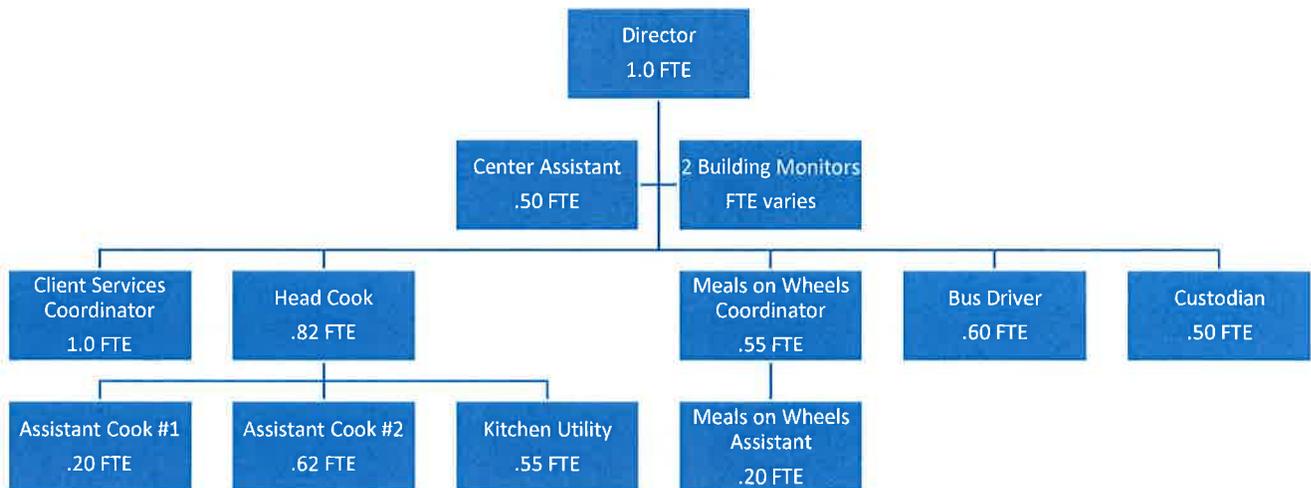
Willamette River, South End Road & Leland Road on the North

Etisha Road and Beatie Road on the East

Schneider Road to the South

Meridian Road to Klupneger Road to the West

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.



6. Describe methods for providing information about services.

Word of mouth, newsletter, newspaper, brochures, contact with churches.

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

a. **Home Delivered Meals:**

Staff members do intake and follow-up assessment, etc  
Meals on Wheels Coordinator and Client Service Coordinator keep records.

b. **Congregate dining:**

Sign in participations and volunteers, processed by volunteers, records compiled by Center Director.

c. **Transportation:**

Staff scheduled, driver keeps records.

d. **Client Services:**

In-home and in-center. Staff schedules and keeps records.

e. **Fitness:** Volunteers teach senior aerobics, sit to be fit, line dancing and yoga, all free of charge; information included in newsletter, spreads by word of mouth.

f. **Programs:** Staff schedules - education or topics of interest and need. Noon entertainment scheduled as available.

g. **Volunteer Groups:** Assist with HDM, kitchen, dining room, etc. Often awareness is promoted within the organization (i.e. Kiwanis, Chamber, VFW and churches). At least one letter a year to all area churches to inform them of our services so we can be a part of their church outreach.

h. **Other Volunteers:** Staff recruits, train and schedules. Staff keeps records of their own department. They are reviewed and compiled by the Center Director, recorded and sent to the appropriate agencies, and then filed. Refer to organization chart for staff time and volunteers used and time spent.

8. Briefly, describe methods for providing legal services.

Law Day is once per month with a local attorney offering legal assistance to the seniors. Each senior has a 30-minute appointment. Legal counsel or additional assistance is then up to the senior to arrange for themselves. Legal services for the center are arranged for through a local attorney.

## 9. GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

### Canby Adult Center

Subrecipient Grant Agreement #22-001

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**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*



July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of  
Sandy/Sandy Senior & Community Center to Provide Social Services for  
Clackamas County Residents

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Subrecipient Agreement with the City of Sandy/Sandy Senior & Community Center to provide Older American Act (OAA) funded services for persons in the Sandy/Boring service area.   |
| <b>Dollar Amount and Fiscal Impact</b> | The maximum agreement is \$194,706. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.                                    |
| <b>Funding Source</b>                  | The Older American Act (OAA) Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.  |
| <b>Duration</b>                        | Effective July 1, 2021 and terminates on June 30, 2022  |
| <b>Previous Board Action</b>           | None  |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol> |
| <b>County Counsel</b>                  | <ol style="list-style-type: none"> <li>1. Date of Counsel review: 5/27/21</li> <li>2. Initials of County Counsel performing review: AN</li> </ol>   |
| <b>Procurement Review</b>              | <ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.</li> </ol>   |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division 503-655-8641  |
| <b>Contract No.</b>                    | H3S #10203; Subrecipient #22-011  |

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Sandy/Sandy Senior & Community Center to provide Older American Act (OAA) funded services for persons living in the Sandy/Boring service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and active in the community.

July 22, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Sandy/Sandy Senior & Community Center showed an interest in providing these services in the Sandy/Boring service area, so an Intergovernmental Subrecipient agreement with the City of Sandy/Sandy Senior & Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

  
Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                              |   |   |
|------------------------------|---|---|
| <b>H3S Contract #:</b> 10203 | <b>Division:</b> SS                       | <input checked="" type="checkbox"/> Subrecipient  |
| <b>Board Order #:</b>        | <b>Contact:</b> Reid, Stefanie            | <input type="checkbox"/> Revenue                  |
|                              | <b>Program Contact:</b><br>Reid, Stefanie | <input type="checkbox"/> Amend # \$               |
|                              |   | <input type="checkbox"/> Procurement Verified     |
|                              |   | <input type="checkbox"/> Aggregate Total Verified |

Non BCC Item     BCC Agenda    **Date:** Thursday, July 22, 2021

**CONTRACT WITH:** 21-23 City of Sandy-Sandy Community Center

**CONTRACT AMOUNT:** \$194,706.00

**TYPE OF CONTRACT**

|   |  |
|---|--|
| <input type="checkbox"/> Agency Service Contract                | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement                 | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement         | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

|  |                      |  |               |
|--|----------------------|--|---------------|
| <input checked="" type="checkbox"/> Full Fiscal Year | 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year          | _____ - _____ |
| <input type="checkbox"/> Upon Signature              | _____ - _____        | <input type="checkbox"/> Biennium                        | _____ - _____ |
| <input type="checkbox"/> Other                       | _____ - _____        | <input checked="" type="checkbox"/> Retroactive Request? | _____ - _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

**Professional Liability:**     Yes     No, not applicable     No, waived  
If no, explain why: \_\_\_\_\_

Approved by Risk Mgr \_\_\_\_\_  
Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

Yes by: Andrew Naylor    Date Approved: Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.06.22 18:01:51 -0700

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

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

|   |  |
|---|--|
| X | New Agreement/Contract                 |
|   | Amendment/Change Order Original Number |

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 21-23 City of Sandy-Sandy Community Center

**BOARD AGENDA ITEM**

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

**DATE:** 7/22/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** OAA & Transportation Services for area served by  
Sandy Senior Center

**H3S CONTRACT NUMBER:** 10203

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 22-011**

This Agreement is between Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and City of Sandy on behalf of its Sandy Senior & Community Center ("SUBRECIPIENT"), a Municipal Corporation.

**Clackamas County Data**

|   |  |
|---|--|
| Grant Accountant: Sue Aronson   | Project Manager: Stefanie Reid-Danielson   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-742-5421<br><a href="mailto:suea@clackamas.us">suea@clackamas.us</a> | Clackamas County – Social Services Division<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-655-8330<br><a href="mailto:stefanieriei@clackamas.us">stefanieriei@clackamas.us</a> |

**Subrecipient Data**

|   |   |
|---|---|
| Finance/Fiscal Representative: <b>Tyler Deems</b>   | Program Representative: <b><i>To Be Determined</i></b>  |
| Tyler Deems, Finance Manager<br>39250 Pioneer Blvd<br>Sandy, OR 97055<br>503-668-5533<br><a href="mailto:tdeems@ci.sandy.or.us">tdeems@ci.sandy.or.us</a> | Senior Center Mgr.<br>38348 Pioneer Blvd<br>Sandy, OR 97055<br>503-668-5569<br><a href="mailto:@cityofsandy.com">@cityofsandy.com</a> |
| DUNS: 03-708-5651   | FEIN: 93-6002250  |

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof . Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$194,706**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.
  - a. **Grant Funds:** COUNTY's funding of **\$70,874** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds:** COUNTY's funding of **\$67,519** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by

**City of Sandy – Sandy Senior & Community Center**

Subrecipient Grant Agreement #22-011

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Ride Connection, Inc. and TriMet. COUNTY's funding of **\$3,500** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization. The **\$18,013** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

5. **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. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
  - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **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 Section 7.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
  - 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 COUNTY within 15 days.
  - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
  - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
  - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time

may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT 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, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this

Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

#### **11. Compliance with Applicable Laws**

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees

to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - ii. Procure a commercial sex act during the period of time the award is in effect; or
  - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held

confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**12. SUBRECIPIENT Standard Terms and Conditions.** SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

**15. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

**16. General Agreement Provisions.**

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT 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 (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT'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 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT 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.
  - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
  - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
  - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
  - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT 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. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT 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.
- viii. **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.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **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.
- g. **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 COUNTY and SUBRECIPIENT 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. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **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.
- i. **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.
- j. **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.

**k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

**l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

*(signature page follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

**City of Sandy  
Sandy Senior & Community Center**

By:   
**Jordan Wheeler, City Manager**

Dated: 6/3/21

**Approved as to Content:**

By:   
**Tyler Deems, Deputy City Manager**

Dated: 6/14/21

**Approved to Form:**

By: approved via email by A. Naylor  
County Counsel

Dated: 5/27/21

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

#### 1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Sandy Sr. & Comm. Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

- (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:
  - One person, one-way ride: \$17.00 per ride
- (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
- (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
- (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
- (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

e. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Sandy Senior & Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science and be approved by County's Contracted Registered Dietitian. Food Service funds may also be used to purchase frozen meals as week-end meals from a County approved provider to ensure compliance with program standards. One unit is one meal served.

f. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Sandy community to enhance visibility and encourage participation. One unit is one meal served.

g. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.

- h. **Evidence-based Health & Wellness Program:** The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.
- i. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.
- j. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2017 deadline.

### 3. SERVICE OBJECTIVES

#### a. Case Management

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.

- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**b. Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

**c. Information and Assistance - COUNTY Responsibilities**

**Objective:** To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

**Objective 1:** Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.

- iv. SUBRECIPIENT's I & A Specialist will update center information for COUNTY 's Community Resources Guide, initiate notification to County 's I&R program regarding any changes to SUBRECIPIENT programs, and notify County 's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to COUNTY I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

**e. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
  - (1) Recruiting drivers.
  - (2) Submitting criminal checks
  - (3) Ensuring all drivers meet Ride Connection training requirements
  - (4) Scheduling road tests for all drivers.
  - (5) Conducting periodic/seasonal driver safety training.
  - (6) Providing a copy of written procedures for transportation services to each driver.
  - (7) Scheduling vehicle maintenance.
  - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

**f. Food Service**

**Objective 1:** To produce contracted number of second entrée option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
  - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
  - ii. The cycle for the cycle menu system must be at least nine weeks long.
  - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
  - iv. Menus should reflect the tastes and appetites of the current elderly population.
  - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
  - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
  - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6:** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

**g. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone
  - (3) have a physical or mental impairment which prevents proper functioning within society
  - (4) be of a minority group
  - (5) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.

- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.

- iv. SUBRECIPIENT posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - (2) no means test is used in the collection of contributions or provision of the meals

**i. OAA HDM Assessment**

**Objective:**

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

**j. Evidence-based Health & Wellness Program**

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

**k. Caregiver Respite –**

**Objective:** To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

**I. Low Income Home Energy Assistance Program (LIHEAP) Intakes**

**Objective:** To provide contracted units of service throughout the contract period.

**Elements:**

- i. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not allow or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

**B. Drivers**

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
  - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

**C. Vehicles**

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - a. 2016 Dodge MV1 Amerivan, VIN: 57WMD2C60GM100101
  - b. 2012 Ford Startrans Senator, VIN: 1FDFE4FS6CDB38243
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

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### EXHIBIT 3

#### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to 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).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
  - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
  - b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
- d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.), Section 6002 of that Act (codified at 42 U.S.C. 6962; requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. Fo-

**City of Sandy – Sandy Senior & Community Center**

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purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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## EXHIBIT 4

### Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

**City of Sandy – Sandy Senior & Community Center**

Subrecipient Grant Agreement #22-011

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SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
  - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. **Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
  - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and Contractor shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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## **Exhibit 5 Reporting Requirements**

### **1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make every effort to make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, 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 SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

### **2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6**  
**Budget and Units of Service**

**1. BUDGET**

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

CITY OF SANDY - SENIOR CENTER  
Fiscal Year 2021-22

| Federal Award Numbers | CFDA Number | Service Category                   | OAA III B |          | OAA III C1 |          | OAA III C2 |         | OAA III C3 |        | OAA III D |          | OAA III E |          | Required Match |          | NSIP    |          | Other State Funds |        | Ride Connection |        | Inlet Funds |        | MEDICAD |        | LEAP  |        | Program Income |            | NO. OF UNITS | TOTAL COST | REBURSEMENT RATE |
|-----------------------|-------------|------------------------------------|-----------|----------|------------|----------|------------|---------|------------|--------|-----------|----------|-----------|----------|----------------|----------|---------|----------|-------------------|--------|-----------------|--------|-------------|--------|---------|--------|-------|--------|----------------|------------|--------------|------------|------------------|
|                       |             |                                    | Funds     | 93,044   | Funds      | 93,045   | Funds      | 93,045  | Funds      | 93,045 | Funds     | 93,045   | Funds     | 93,045   | Funds          | 93,045   | Funds   | 93,045   | Funds             | 93,045 | Funds           | 93,045 | Funds       | 93,045 | Funds   | 93,045 | Funds | 93,045 | Funds          | 93,045     |              |            |                  |
|                       |             |                                    | (1)       | (2)      | (3)        | (4)      | (5)        | (6)     | (7)        | (8)    | (9)       | (10)     | (11)      | (12)     | (13)           | (14)     | (15)    | (16)     | (17)              | (18)   | (19)            |        |             |        |         |        |       |        |                |            |              |            |                  |
|                       |             | Case Management (Hours)            | \$3,295   |          |            |          |            |         | \$366      |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 92         | \$3,661      | \$35.81    |                  |
|                       |             | Reassurance (Contracts)            | \$1,434   |          |            |          |            |         | \$169      |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 55         | \$1,583      | \$25.90    |                  |
|                       |             | Info. & Assistance                 | \$3,429   |          |            |          |            |         | \$381      |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 188        | \$3,810      | \$18.27    |                  |
|                       |             | Transportation OAA                 | \$5,244   |          |            |          |            |         | \$583      |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 1,311      | \$5,827      | \$4.00     |                  |
|                       |             | Physical Activity Falls Prevention |           |          |            |          | \$2,860    |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 57 Classes | \$2,860      | \$50.00    |                  |
|                       |             | Family Cnvg. Respite               |           |          |            |          |            |         | \$1,384    |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 175        | \$6,920      | \$31.70    |                  |
|                       |             | Trans - Ride Con. Out of Dist.     |           |          |            |          |            |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 2,666      | \$2,803      | \$8.75     |                  |
|                       |             | Transportation - Special Needs     |           |          |            |          |            |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 1,068      | \$41,635     | \$39.00    |                  |
|                       |             | Transportation - Boring Lifeline   |           |          |            |          |            |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 848        | \$33,081     | \$39.00    |                  |
|                       |             | Transport - T19 Non-Med.           |           |          |            |          |            |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 0          | \$0          | #N/A       |                  |
|                       |             | Ride Con - Vehicle Maint           |           |          |            |          |            |         | \$1,200    |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | N/A        | \$6,000      | N/A        |                  |
|                       |             | OAA HDM Assessment                 |           |          |            |          |            |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 70         | \$2,507      | \$35.81    |                  |
|                       |             | OAA Meal Site Management           |           |          |            |          |            |         | \$2,998    |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 22,690     | \$39,804     | \$2.58     |                  |
|                       |             | Food Service - Frozen HDM          |           |          |            |          |            |         | \$1,316    |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 5,775      | \$17,198     | \$2.76     |                  |
|                       |             | Medicaid Meals - DHS/SPD           |           |          |            |          |            |         | (\$410)    |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 1,533      | \$11,465     | \$7.76     |                  |
|                       |             | LEAP Intakes                       |           |          |            |          |            |         | \$0        |        |           |          |           |          |                |          |         |          |                   |        |                 |        |             |        |         |        |       |        |                | 140        | \$0          | \$25.00    |                  |
|                       |             | TOTALS                             | \$13,402  | \$15,771 | \$19,345   | \$11,126 | \$2,860    | \$5,536 | \$7,979    | 2834   | \$0       | \$87,519 | \$4,800   | \$30,000 | \$0            | \$16,913 | \$3,500 | \$25,362 |                   |        |                 |        |             |        |         |        |       |        |                |            | \$199,185    |            |                  |

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

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$194,706

Federal Award Total: \$105,674

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

| Service Category                             | Planned Number of Service Units | Unit of Measurement                 | Number of Unduplicated Clients to be Served |
|--|---------------------------------|-------------------------------------|---|
| Case Management (OAA)                        | 92                              | 1 hour of service                   | 65  |
| Reassurance (OAA)                            | 55                              | 1 contact                           | 40  |
| Information and Assistance (OAA)             | 188                             | 1 response to inquiry and follow up | 60  |
| Transportation (OAA)                         | 1,311                           | 1 one-way ride                      | 100   |
| Evidence-based Health & Wellness programming | 57                              | 1 class session                     | 20  |
| Caregiver Respite                            | 175                             | 1 hour of service                   | 25  |
| Transportation (Medicaid non-medical)        | 150                             | 1 one-way ride                      | 10  |
| Transportation (Ride Connection)             | 2606                            | 1 one-way ride                      | 120   |
| Transportation (STF & Boring)                | 1,916                           | 1 one-way ride                      | 40  |
| Meal Site Management (OAA)                   | 22,690                          | 1 meal delivered/served             | 200   |
| Food Service – Frozen Meals (OAA)            | 5,775                           | 1 meal delivered/served             | 25  |
| OAA HDM Assessment                           | 70                              | 1 Assessment completed              | 60  |
| Medicaid Home Delivered Meals                | 1,533                           | 1 meal delivered/served             | 15  |
| LIHEAP Applications                          | 140                             | 1 Completed Application             | 140   |

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## EXHIBIT 7

### Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

#### ~ BASIC PROVISIONS ~

#### Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
  2. Conduct business in the best interest of volunteers and clients.
  3. Communicate any issues, concerns and problems to each other in a timely manner.
- 
1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:
    - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
    - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
    - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
    - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
    - e. Develop publicity for the program.
    - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
    - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
    - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
  2. SUBRECIPIENT agrees to:
    - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
    - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
    - c. Provide for adequate safety of volunteers during assignments.
    - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
    - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of service and send to TRP office by the 5th of each month.

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

**~ ADDITIONAL PROVISIONS ~**

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

**EXHIBIT 8  
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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 subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connect on 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Sect on 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, City of Sandy/Sandy Sr. & Comm. Ctr., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/3/21

Company Name: City of Sandy/ Sandy Sr. & Comm. Center

Signature: 

Name: Jordon Wheeler, City Manager  
(printed)

Title: City Manager

**EXHIBIT 9**  
**CENTER RESPONSE FROM PREVIOUS SOLICITATION**

**1. Describe your grievance procedure for clients and how CCSS will fit in the process:**

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director, City Manager, and City Council, in that order. The City Council's decision is binding. All complaints relating to Aging and Disability Services contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

**SANDY SENIOR CENTER**  
**PROCEDURES FOR HANDLING COMPLAINTS**

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

**INFORMAL PROCEDURE**

When staff\* or volunteers receive a complaint they should:

- a. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

\* If the complainant chooses to go first to the Assistant to the City manager, the City Manager, or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Assistant to the City Manager, the City Manager, or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process. In addition to verbal and written complaints, the City offers an on-line complaint initiation process which is directly forwarded to the staff person who is responsible for resolution of the concern.

- b. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
  - treat the complaint seriously;
  - ask the complainants what action they expect to be taken;
  - involve complainants in the process of devising a solution, if feasible;
  - inform complainants of what action will be taken, or why no action is necessary.
- c. If complainants still are not satisfied, they should be referred to the Center Director. The Center Director should be advised of this referral. This will allow the Center Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Sandy Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.
- d. If complainants still are not satisfied, the Formal Procedure will be initiated.

**FORMAL PROCEDURE**

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Assistant to the City Manager. The Assistant to the City Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Assistant to the City Manager. The Assistant to the City Manager will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Assistant to the City Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Senior Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within ten (10) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

- 2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Traditionally, Sandy Senior Center clients have not been denied outreach, case monitoring, or information and assistance services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the social services program.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: From 8:30 a.m. To 5:00 p.m.

Total hours per day: 8.5 hrs

Total hours per week: 42.5 hrs

b. Official Closures:

New Year's Day, January 1

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November & the following day

Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

The Sandy Senior Center provides services to seniors residing in the Oregon Trail School District, exclusive of the Hoodland area. The boundary between the Hoodland and Sandy districts is represented by Alder Creek. The Center informally extends certain services such as Meals-On-Wheels and medical transportation to currently unserved areas of Clackamas County

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

**Director (0.125 FTE)**

|  |  |   |   |  |
|--|--|---|---|--|
| <b>Social Svcs<br/>Coordinator<br/>(1.0 FTE)</b> | <b>Clerical<br/>Assistant<br/>(.5 FTE)</b> | <b>Volunteer<br/>Assistants<br/>(1.0 FTE)</b> | <b>Senior<br/>Companions<br/>(.5 FTE)</b> | <b>Driver/<br/>Custodian<br/>(.25 FTE)</b> |
|--|--|---|---|--|

6. Describe methods for providing information about services.

A variety of means are utilized to disseminate public information about service center staff and volunteers provide. Articles are published monthly in the Sandy Senior Scene highlighting center services, activities, and special programs. Other media opportunities include the weekly Sandy Post and monthly City water bill newsletter. Presentations concerning senior issues and center programs are also made before community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Sandy Senior Center Advisory Committee from churches and other organizations also represent an important source of community networking and information sharing. The City maintains a web site and cable television channel 7 which also advertise center information.

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

The Sandy Senior Center will provide Assessment, Case Monitoring, Transportation and Information and Assistance services under the terms of the contract. Staff involved in the delivery of services will include the Director (.125 FTE), social services coordinator (1.0 FTE), Clerical Assistant (.25 FTE), Driver/Custodian (.25 FTE), and a minimum of 10 volunteer assistants equaling one full-time position. All staff and volunteers shall participate in providing information and referral services. Only staff members will be involved in the I&A documentation and record keeping process. Clackamas County Community Action Agency I&A tallying forms will be utilized.

The Center's Social Services Coordinator will act as the primary coordinator of Assessment and Case Monitoring services. Efforts will be placed on identifying isolated and frail seniors as part of the initial outreach process. Each client shall receive an initial visit, if possible in the home, to assess needs and to develop a case plan. Implementation of the case plan may include any use of volunteers to provide such on-going services as medical and shopping escort, congregate or home delivered meals, friendly visiting, filing medical insurance claims, and other support services. During the intake procedure clients are informed of services available and the Center's confidentiality policy; and participate in the development of a goal-oriented case plan. Following the implementation of the case plan, the client is monitored by the senior companions and other trained center volunteers working closely with staff. All initial and follow-up contacts completed in person or by phone shall be documented as part of client records, and maintained in a locked file.

Center staff shall also network with community gatekeepers to insure the effectiveness of the Assessment and Case Monitoring programs.

8. Briefly, describe methods for providing legal services.

Three (3) volunteer attorneys participate in monthly law projects held at the Sandy Senior Center. Clients with legal concerns are screened in advance and referred to the program as appropriate. Low-income clients may be eligible for follow-up services on a pro bono basis after the initial 30 minute interview.

## **GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #2 with  
Immigration & Refugee Community Organizations (IRCO) to provide  
Kindergarten Readiness Partnership & Innovation Summer Extension Services

|  |  |
|--|--|
| <b>Purpose/Outcome</b>                 | IRCO will provide linguistically & culturally appropriate Summer Expansion programs to include Kindergarten-Ready community field trips and support in registering families and preparing their child for kindergarten entry. Kindergarten readiness and school partnerships will result in measurable increases for kindergarten children for immigrant and refugee families in Clackamas County. |
| <b>Dollar Amount and Fiscal Impact</b> | Amendment #2 adds \$12,527 for a maximum value of \$47,527 and extends the end date to September 30, 2021.<br>No County General Fund involved and no match required.   |
| <b>Funding Source</b>                  | State of Oregon, Dept of Education through its Early Learning Division   |
| <b>Duration</b>                        | This amendment is effective July 1, 2021 for services ending September 30, 2021.   |
| <b>Previous Board Action/Review</b>    | 070920   |
| <b>Strategic Plan Alignment</b>        | 1. Ensure safe, healthy and secure communities   |
| <b>Counsel Review</b>                  | This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 06/08/21, KR   |
| <b>Procurement Review</b>              | Was the item processed through Procurement? No.<br>Subrecipient grant amendment, selected through a competitive process  |
| <b>Contact Person</b>                  | Adam Freer 971-533-4929  |
| <b>Contract No.</b>                    | CFCC 9478  |

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Amendment #2 with IRCO to facilitate a culturally responsive early learning environment where Parent-Child Interaction Groups, Parenting Groups and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success for pre-kindergarten children in Clackamas County.

This Local Subrecipient Grant Agreement Amend #2 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on September 30, 2021.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Bombardieri for Rodney A Cook*

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

|                             |   |   |
|-----------------------------|---|---|
| <b>H3S Contract #:</b> 9478 | <b>Division:</b> CFCC                       | <input type="checkbox"/> Subrecipient                     |
| <b>Board Order #:</b>       | <b>Contact:</b> Jessica Duke                | <input type="checkbox"/> Revenue                          |
|                             | <b>Program Contact:</b><br>Chelsea Hamilton | <input checked="" type="checkbox"/> Amend # 2 \$ \$12,527 |
|                             |   | <input type="checkbox"/> Procurement Verified             |
|                             |   | <input type="checkbox"/> Aggregate Total Verified         |

Non BCC Item     BCC Agenda    **Date:** Friday, July 22, 2021

**CONTRACT WITH:** Immigrant and Refugee Community Organization (IRCO)

**CONTRACT AMOUNT:** \$47,527

**TYPE OF CONTRACT**

|   |  |
|---|--|
| <input checked="" type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement             |
| <input type="checkbox"/> Construction Agreement             | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement        | <input type="checkbox"/> Property/Rental/Lease                       |
| <input type="checkbox"/> Interagency Services Agreement     | <input type="checkbox"/> One Off                                     |

**DATE RANGE**

|  |  |
|--|--|
| <input checked="" type="checkbox"/> Full Fiscal Year _____     | <input checked="" type="checkbox"/> 4 or 5 Year _____          |
| <input checked="" type="checkbox"/> Upon Signature - 9/30/2021 | <input checked="" type="checkbox"/> Biennium _____             |
| <input type="checkbox"/> Other _____                           | <input checked="" type="checkbox"/> Retroactive Request? _____ |

**INSURANCE** What insurance language is required?

Checked Off     N/A

**Commercial General Liability:**     Yes     No, not applicable     No, waived  
 f no, explain why:

**Business Automobile Liability:**     Yes     No, not applicable     No, waived  
 f no, explain why:

**Professional Liability:**     Yes     No, not applicable     No, waived  
 f no, explain why:

Approved by Risk Mgr \_\_\_\_\_  
 Risk Mgr's Initials and Date

**BOILER PLATE CHANGE**

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

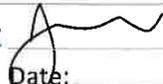
No     Yes (must have CC approval-next box)     N/A (Not a County boilerplate - must have CC approval)

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

**COUNTY COUNSEL**

Yes by: Rastetter, Kathleen    Date Approved: Thursday, June 8, 2021  
 OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

**SIGNATURE OF DIVISION REPRESENTATIVE:**  Jessica E.A. Duke, Prevention Unit Manager  
 Date: June 23, 2021

|                       |                      |
|-----------------------|----------------------|
| <b>H3S Admin Only</b> | Date Received: _____ |
|                       | Date Signed: _____   |
|                       | Date Sent: _____     |

## AGREEMENTS/CONTRACTS

|   |  |
|---|--|
|   | New Agreement/Contract                       |
| X | Amendment/Change Order Original Number _____ |

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Children, Family & Community Co

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** Immigrant and Refugee Community Organization

**BOARD AGENDA ITEM**

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

**DATE:** 7/22/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Immigrant and Refugee Community Organization (IRCO) will offer 1 five-session series of linguistically and culturally appropriate pre-Kindergarten Readiness classes for immigrant and refugee families in Clackamas County. IRCO will facilitate a culturally responsive early learning model that brings children and their caregivers together in a rich learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success.

Amend 2 - IRCO will provide linguistically & culturally appropriate Summer Expansion programs to include Kindergarten-Ready community field trips and support registering families and preparing their child for kindergarten entry.

**H3S CONTRACT NUMBER:** 9478

Local Subrecipient Grant Amendment (FY 21-22)  
**H3S – Children, Family & Community Connections Division**

|   |   |
|---|---|
| <u>Local Recipient Agreement Number: 9478</u>   | <u>Board Order Number: 070920</u>   |
| <u>Department/Division: H3S-CFCC</u>  | <u>Amendment No. 2</u>  |
| <u>Local Recipient: IRCO</u>  | <u>Amendment Requested By: Adam Freer</u>   |
| Changes: <input checked="" type="checkbox"/> Scope of Service<br><input checked="" type="checkbox"/> Agreement Time | <input checked="" type="checkbox"/> Agreement Budget<br><input type="checkbox"/> Other: |

**Justification for Amendment:**

This Amendment adds to the maximum compensation and updates the Scope of Work for Kindergarten Innovation and Partnership Summer Extension program services to include, Kindergarten Ready field trips and support to families in registering and preparing their child for kindergarten entry.

Maximum compensation is increased by \$12,527 for a revised maximum of \$47,527. It becomes effective July 1, 2021 and terminates September 30, 2021.

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

**AMEND Recital:**

- SUBRECIPIENT will facilitate 1 five-session series of linguistically & culturally appropriate pre-kindergarten parent/child education classes, in Clackamas County, and conduct a home visit to each family registered for pre-kindergarten classes to help increase and assess positive caregiver interactions with pre/post assessment tools, as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.

**TO READ:**

- SUBRECIPIENT will facilitate linguistically & culturally appropriate community Kindergarten Ready field trips and provide individual support in registering and preparing children for kindergarten entry, as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.***

**AMEND:**

- 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 SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than June 30, 2020, 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.

**TO READ:**

- 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 **Amendment** may be used to reimburse **SUBRECIPIENT** for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021 and not later than September 30, 2021**, 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.

**AMEND:**

- Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is \$35,000.

IRCO- KPI  
Local Subrecipient Grant Agreement – CFCC 9478 A-2  
Page 2 of 8

**TO READ:**

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount COUNTY will pay is **\$47,527**.

**REPLACE:**

**EXHIBIT A-1 SCOPE OF WORK**

**WITH:**

**EXHIBIT A-1  
SCOPE OF WORK**

**PROGRAM GOALS**

Kindergarten Readiness Partnership & Innovation Program is intended to:

- I. Promote community and school partnerships that improve children's readiness for kindergarten, in alignment with the goals, objectives, and strategies in *Raise Up Oregon* (<https://oregonearlylearning.com/raise-up-oregon>).
- II. Strengthen connections and collaboration between the early care and education sector and local kindergarten-grade 12 (k-12) systems and schools by investing in innovating and promising models for early learning/K-12 integration across the state that can be scaled and replicated.
- III. Build a body of evidence that Oregon can use to create stronger alignment between its early care and education and K-12 sectors.

**PROGRAM ACTIVITIES**

***By September 30, 2021 Immigrant and Refugee Community Organization (IRCO) will offer 3, linguistically and culturally appropriate, Kindergarten Ready field trips to immigrant and refugee families in Clackamas County.***

***By September 30, 2021 IRCO will provide individual family support in registering and preparing their children for kindergarten entry by connecting local resources for kindergarten readiness, including, but not limited to their local elementary school.***

**REPLACE:**

Exhibit A-2 Work Plan Quarterly Report



Clackamas County Children, Youth & Families Division  
 Early Learning Hub of Clackamas County  
 Work Plan and Quarterly Report

Provider: IRCO  
 Activity: Kindergarten Partnership Innovation  
 Service Region: North Clackamas County  
 Focus Issue: Kindergarten Partnership Innovation (KPI)  
 HLO: Kindergarten Readiness  
 Healthy, Stable, Attached Families

Contract Period: July 1, 2021 through September 30, 2021

| Activities/Outputs   | Intermediate Outcomes/Measurement Tool  | July 2021 | August 2021 | September 2021 | TOTAL |
|--|---|-----------|-------------|----------------|-------|
| <b>Jump Start Programs</b>   |   |           |             |                |       |
| By September 30, 2021, a minimum of 3 community Kindergarten Ready field trips will serve no less than 16 unduplicated children and their parents. | 85% of children are connected to their local elementary school and registered for kindergarten.   |           |             |                |       |
|  | 75% of parents report feeling confident in their child's readiness to enter kindergarten this fall.   |           |             |                |       |
|  | 75% of children will show an increase in pro social behaviors and kindergarten readiness (based on teacher observation and parent feedback) |           |             |                |       |
|  | # of field trips offered  |           |             |                |       |
|  | # of Unduplicated Children Attending  |           |             |                |       |
|  | # of Unduplicated Parenting Attending   |           |             |                |       |
|  | % of children connected to local school   |           |             |                |       |
|  | % of parents reporting confidence in their child's readiness to enter kindergarten  |           |             |                |       |
|  | % of children showing increase in school readiness  |           |             |                |       |

| Me & My Playgroups & Family Engagement Events   |  |  |  |  |  |
|---|--|--|--|--|--|
| By September 30, 2021 20 unduplicated families will receive individual support in registering and preparing their child for kindergarten entry. | 85% of parents will be successfully connected to local resources for kindergarten readiness, including but not limited to their local elementary school. | # of parents served                                    |  |  |  |
|   |  | # of individual meetings with parents                  |  |  |  |
|   |  | % of parents successfully connected to local resources |  |  |  |

## Reporting Requirements

### Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)) and Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

### Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial

- **July-September 2021 DUE October 15, 2021**

### Testimonial or story

Please provide two testimonials or stories related to your quality work with families and the KPI services you provide. Completed testimonial due by October 15, 2021 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

### Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

Immigrant and Refugee Community Organization  
 Local Grant Agreement – CFCC 9478 A-1  
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**REPLACE:**

Exhibit B: IRCO Budget KPI

**WITH:**

| Exhibit B: BUDGET (KPI Summer Extension Services) |  |                     |
|---|--|---------------------|
| <b>Contractor:</b>                                | Immigrant and Refugee Community Organization   |                     |
| <b>Address:</b>                                   | 10301 NE Glisan                                |                     |
|   | Portland, OR 97220                             | Contract 9478 A2    |
| <b>Contact Person:</b>                            | Danita Huynh                                   |                     |
| <b>Phone Number:</b>                              | 971-271-6500                                   |                     |
| <b>E-mail:</b>                                    | <a href="mailto:Danita.Huynh">Danita.Huynh</a> |                     |
| <b>Contract Term:</b>                             | July 1, 2021-Sept 30, 2021                     |                     |
| Budget Category                                   | Approved Budget<br>(7/1/21-9/30/21)            | Total               |
| <b>Personnel</b>                                  |  |                     |
| Project Coordinator                               | \$ 1,113.00                                    | \$ 1,113.00         |
| Parent Educator                                   | \$ 2,227.00                                    | \$ 2,227.00         |
| Parent Educator Assistant                         | \$ 2,285.00                                    | \$ 2,285.00         |
|   |  |                     |
|   |  |                     |
| <b>Total Personnel</b>                            | <b>\$ 5,625.00</b>                             | <b>\$ 5,625.00</b>  |
| <b>Administration</b>                             |  |                     |
| Administration 12%                                | \$ 1,329.00                                    | \$ 1,329.00         |
| <b>Total Administration</b>                       | <b>\$ 1,329.00</b>                             | <b>\$ 1,329.00</b>  |
| <b>Program</b>                                    |  |                     |
| Materials & Supplies                              | \$ 845.00                                      | \$ 845.00           |
| Maintenance/repair/network cost computers         | \$ 150.00                                      | \$ 150.00           |
| Phone   | \$ 60.00                                       | \$ 60.00            |
| Insurance   | \$ 12.00                                       | \$ 12.00            |
| Conference/Training/Travel                        | \$ 121.00                                      | \$ 121.00           |
| Mileage   | \$ 1,785.00                                    | \$ 1,785.00         |
| Food/Parent Incentives                            | \$ 2,600.00                                    | \$ 2,600.00         |
|   |  |                     |
| <b>Total Program</b>                              | <b>\$ 5,573.00</b>                             | <b>\$ 5,573.00</b>  |
| <b>Total Budget</b>                               | <b>\$ 12,527.00</b>                            | <b>\$ 12,527.00</b> |

**REPLACE:**

Exhibit D-1: IRCO KPI Reimbursement Request  
**WITH:**

| Exhibit D-1: REIMBURSEMENT REQUEST - KPI Summer Extension   |                                     |                         |  |                     |
|---|-------------------------------------|-------------------------|--|---------------------|
| Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:<br>• Request for Reimbursement with an authorized signature<br>• General Ledger backup to support the requested amount<br>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) . |                                     |                         |  |                     |
| <b>Contractor:</b> Immigrant and Refugee Community Organization   |                                     |                         |  |                     |
| <b>Address:</b> 10301 NE Glisan St<br>Portland, OR 97220  |                                     |                         | <b>Report Period:</b>                          |                     |
| <b>Contact Person:</b> Danita Huynh<br><b>Phone Number:</b> 971.271.6406<br><b>E-mail:</b> <a href="mailto:danitah@irco.org">danitah@irco.org</a>   |                                     |                         | KPI Summer Extension<br>Contract #9478 amend 2 |                     |
| <b>Contract Period:</b> July 1, 2021-Sept 30, 2021  |                                     |                         |  |                     |
| Budget Category   | Approved Budget<br>(7/1/21-9/30/21) | Current Draw<br>Request | Previously<br>Requested                        | Balance             |
| <b>Personnel</b>  |                                     |                         |  |                     |
| Project Coordinator   | \$ 1,113.00                         | \$ -                    | \$ -   | \$ 1,113.00         |
| Parent Educator   | \$ 2,227.00                         | \$ -                    | \$ -   | \$ 2,227.00         |
| Parent Educator Assistant   | \$ 2,285.00                         | \$ -                    | \$ -   | \$ 2,285.00         |
| <b>Total Personnel</b>  | <b>\$ 5,625.00</b>                  | <b>\$ -</b>             | <b>\$ -</b>                                    | <b>\$ 5,625.00</b>  |
| <b>Administration</b>   |                                     |                         |  |                     |
| Admin costs (12%)   | \$ 1,329.00                         | \$ -                    | \$ -   | \$ 1,329.00         |
| <b>Total Administration</b>   | <b>\$ 1,329.00</b>                  | <b>\$ -</b>             | <b>\$ -</b>                                    | <b>\$ 1,329.00</b>  |
| <b>Program</b>  |                                     |                         |  |                     |
| Materials & Supplies  | \$ 845.00                           | \$ -                    | \$ -   | \$ 845.00           |
| Maintenance/repair/network cost computers   | \$ 150.00                           | \$ -                    | \$ -   | \$ 150.00           |
| Phone   | \$ 60.00                            | \$ -                    | \$ -   | \$ 60.00            |
| Insurance   | \$ 12.00                            | \$ -                    | \$ -   | \$ 12.00            |
| Conference/Training   | \$ 121.00                           | \$ -                    | \$ -   | \$ 121.00           |
| Mileage   | \$ 1,785.00                         | \$ -                    | \$ -   | \$ 1,785.00         |
| Food/Parent Incentives  | \$ 2,600.00                         | \$ -                    | \$ -   | \$ 2,600.00         |
| <b>Total Program</b>  | <b>\$ 5,573.00</b>                  | <b>\$ -</b>             | <b>\$ -</b>                                    | <b>\$ 5,573.00</b>  |
| <b>Total Grant Funds Requested</b>  | <b>\$ 12,527.00</b>                 | <b>\$ -</b>             | <b>\$ -</b>                                    | <b>\$ 12,527.00</b> |
| By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.<br>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.  |                                     |                         |  |                     |

Immigrant and Refugee Community Organization  
Local Grant Agreement – CFCC 9478 A-1  
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**AGENCY**

IRCO  
10301 NE Glisan St  
Portland, OR 97220

**CLACKAMAS COUNTY**

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

DocuSigned by:  
*Jeff MacDonald*  
By: \_\_\_\_\_  
Dr. Jeff MacDonald, Acting Executive Director

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

6/19/2021  
Date: \_\_\_\_\_

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

July 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Alpha Energy Savers, Inc. for the  
Weatherization Major Measure Contractors**

|  |   |
|--|---|
| <b>Purpose/<br/>Outcomes</b>               | To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and<br/>Fiscal Impact</b> | Total contract value is \$1,050,000.00  |
| <b>Funding Source</b>                      | Oregon Housing and Community Services   |
| <b>Duration</b>                            | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.  |
| <b>Previous Board<br/>Action</b>           | None  |
| <b>Strategic Plan<br/>Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities   |
| <b>Counsel Review</b>                      | June 29, 2021<br>Counsel Initials: AN   |
| <b>Procurement<br/>Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>   |
| <b>Contact Person</b>                      | Korene Mather, Weatherization Services Program Manager<br>971-806-7413  |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

*Healthy Families. Strong Communities.*

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

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

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Saves, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Alpha Energy Saves, Inc. for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #4230**

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 Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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 (42 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.

**Section 41. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Section 42. Further Assurances.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

**Section 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Alpha Energy Savers Inc.

Clackamas County

Linette Schroeder 6/14/2021  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

Linette Schroeder - Office Manager  
Name / Title Printed

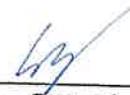
\_\_\_\_\_  
Recording Secretary

34972  
CCB License Number

135423-11  
Oregon Business Registry Number

Approved as to from.

DBC/Oregon  
Entity Type / State of Formation

                      06/29/2021  
County Counsel



## 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: Alpha Energy Savers Lnc

Representative Name and Title:  
Linette Schröder Office Manager

Signature:

Date:

Linette Schröder

6/14/2021

**Request for Proposals #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARTHA SCHRADER, Commissioner**  
**MARK SHULL, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Ryan Rice**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** May 20, 2021

**TIME:** 2:00 PM, Pacific Time

**PLACE:** [Procurement@clackamas.us](mailto:Procurement@clackamas.us)

**SCHEDULE**

Request for Proposals Issued.....April 22, 2021  
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time  
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time  
Request for Proposals Closing Date and Time.....May 20, 2021, 2:00 PM, Pacific Time  
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.345(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

**"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### **3.2.1. SPECIAL CONSIDERATIONS**

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
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. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. 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.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf> ) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
  - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. 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;
- iii. 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.

Contractors 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

### **3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

#### **3.4.4.1. Licensing/Endorsements/Disqualification**

##### **Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2** **EVALUATION CRITERIA**

| <u>Category</u>   | <u>Points available:</u> |
|---|--------------------------|
| Proposer's General Background and Qualifications (Attachment A) | 0-40                     |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                     |
| <b>Total available points</b>                                   | <b>0-100</b>             |

**\*\* Applicants may submit price sheets for multiple specialties, if applicable.**

**4.3** **SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**

## ATTACHMENT A

### Weatherization Major Measure and Specialty Contractor Proposal Template

*Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.*

**1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.**

Alpha Energy Savers Inc has been in the residential weatherization business since 1979. Our goal is to make sure that all the weatherization measures are installed properly and to the weatherization organizations standards and requirements. Our team members are experienced at evaluating homes. If any problems are found our project supervisor, Salvador Santos, will communicate with the appropriate inspectors and the homeowner.

**2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

We are primarily owned by a female; we have multiple lead positions held by both males and females in different capacities. Over 50% of our employees are bilingual and have diverse backgrounds. We do not require previous extensive experience when we hire new team members because we offer on the job training and competitive starting wages. We also offer health benefits, vision, dental, and life insurance.

**3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).**

Alpha Energy Saver's area of expertise include the following:

- Insulation (Wall, Floor and Attic)
- Air & Duct System Testing
- Duct Sealing-Air Sealing
- EPDM Roofing
- Bath & Kitchen Fans
- Dryer Venting
- Lead Safe Practices (Please see additional page for experience/expertise)
- Window & Door Replacement/Repair

**4. List any applicable certifications and/or trainings.**

Salvador Santos:

OSHA 30 hours; Lead Safe Renovator; Performance Tested Comfort Systems Tech #3101; Building Analysis professional.

Jesus Lopez:

Oregon Premium-Efficiency Duct System; OSHA 30 hours; Lead Safe Renovator

Suong Ngo:

Stick Built Homes Shell Technician; Mobile Home Shell Technician; OSHA 10 hours; Lead Safe Renovator

(Please see additional page for more certifications)

**5. Identify key individuals that would be assigned to this project and list their credentials/experience.**

a) Salvador Santos – Operations Manager 20 years

- Bilingual English/Spanish
- Introductory Auditor Training Certificate
- Oregon Premium-Efficiency Duct System Certificate (Combustion Safety Included)
- Building Performance Institute Certification for Building Analyst Professional and Envelope Professional
- Lead Safe Certified
- OSHA 30
- Expert with Blower Door Duct Blaster Technology (please see additional page for key individuals)

**6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.**

Our current programs include Multnomah County 's Weatherization for low-income families, Washington County 's Community Action Weatherization Program and Energy Trust of Oregon 's Home Performance program. Under these contracts/programs, we complete energy efficiency work on existing homes, both stick built and mobile homes, utilizing the Weatherization Assistance Program Field Guide and Standards.

For the Multnomah County Weatherization program, we have completed approximately 332 jobs in the past 5 years. For the Washington County Weatherization program, we have completed approximately 190 jobs in the past 5 years. For the Clackamas County Weatherization program, we have completed approximately 46 jobs in the past 5 years.

3. Describe diversity of your business's experience and expertise installing weatherization measures and/or relate specialty contractor services (electrical, plumbing, HVAC, roofing,etc) (continued....)

**We were one of the first companies in Oregon to have Building Performance Institute (BPI) trained technicians and continue to keep BPI trained technicians staffed. Alpha Energy Savers, Inc has been performing energy efficiency work on mobile homes since 1979. 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. We have stayed in constant collaboration throughout the years. We take great pride in having longstanding qualified staff and an exceptionally low turnover rate. Our CCB License has always been in good standing and we maintain continuing education credits each year. We have a 5-star rating with Energy Trust of Oregon. Since the beginning of Alpha Energy Savers, Inc the goal has always been to make people's homes more comfortable year-round and their utility bills affordable.**

4. List any applicable certifications and/or trainings. (Continued)

**Jose Luis Guido Rosales:**

**Stick Built Homes Shell Technician; Mobile Home Shell Technician; OSHA 10 hour; Lead Safe Renovator**

**Linette Schroeder:**

**OSHA 10 hour**

**Albert Obrist:**

**Journeyman HVAC Technician**

**LE-B Electrical License**

5. Identify key individuals that would be assigned to this project and list their credentials/experience.

**a) Jesus Lopez – Crew Lead and Installer 18 Years**

- Bilingual English/Spanish
- Oregon Premium-Efficiency Duct System Certificate (Combustion Safety included)
- Lead Safe Certified
- Expert with Blower Door Duct Blaster Technology
- OSHA 30

**b) Jose Luis Guido Rosales – Installer 5 years**

- Lead Safe Certified
- State of Oregon Residential Energy Analyst Program Stick Built Shell Technician
- State of Oregon Residential Energy Analyst Program Mobile Home Shell Technician

- OSHA 10

**c) Suong Ngo – Installer 5 years**

- Lead Safe Certified
- State of Oregon Residential Energy Analyst Program Stick Built Shell Technician
- State of Oregon Residential Energy Analyst Program Mobile Home Shell Technician
- OSHA 10
- Bilingual Spanish/Filipino

|   |   |
|---|---|
| <b>Oregon CCB Number</b>  | <b>34972</b>  |
| <b>SAM.GOV Registration/DUNS Number</b>   | <b>09-830-1476</b>  |
| <b>CCB Lead-Based Paint Renovation Contractors License Number</b>   | <b>LBPR34972</b>  |
| <b>Lead Renovation Repair and Painting Program Employee Certifications</b>                                      | <b>R-R-41R028-16-00004</b>  |
| <b>Employer Identification Number</b>   | <b>93-0739865</b>   |
| <b>References:</b><br>Provide three (3) references for clients your firm has served in the past three (3) years | <b>One client that has engaged the firm in the past 36 months:</b><br><br>Name: Bob Rubitschun<br>Address: 14512 S. Kelmsley Dr., Oregon City OR 97045<br>Email: Brubitschun@gmail.com<br>Telephone: 503-557-0778 |
|   | <b>One long-term client:</b><br>Name: Carl Vanderzanden<br>Address: 3026 SE Salmon St. Portland OR 97214<br>Email: vza@mac.com<br>Telephone: 503-987-0855   |
|   | <b>One other client:</b><br>Name: Donald Shaw - Energy Trust of Oregon<br>Address: 421 SW Oak St.<br>Portland, OR 97204<br>Email: 503-270-1415<br>Telephone:  |

Provide other relevant information, if any.

**Lead Renovators Certifications:**

Jesus Lopez: R-I-128533-16-02323

Jose Luis Guido Rosales: R-I-41R028-16-00047

Suong Ngo: R-I-128533-16-02092

Amended 6/23/2021

*Kandi M. Olt*

**Attachment B**

**Single Family Weatherization Major Measure Price List**

**Vendor Name:**

| Item # | Qty. | MEASURE DESCRIPTION - ASHRAE  | Labor                      | Material                   | Total                      |
|--------|------|---|----------------------------|----------------------------|----------------------------|
| 1      | Ea.  | Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone     | 382.00                     | 500.19                     | 882.19                     |
| 2      | Ea.  | Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant     | 570.00                     | 458.85                     | 1028.85                    |
| 3      | Ea.  | Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone | 382.00                     | 459.98                     | 841.98                     |
| 4      | Ea.  | Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant        | 570.00                     | 461.07                     | 1031.07                    |
| 5      | Ea.  | Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones                      | 275.00                     | 381.50                     | 656.50                     |
| 6      | Ea.  | Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail  | 382.00                     | 436.00                     | 818.00                     |
| 7      | Ea.  | Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper   | 275.00                     | 381.50                     | 656.50                     |
| 8      | LF   | Vent existing bathroom exhaust fan using 4" to 6" vent pipe   | <del>47.00</del><br>15.67  | <del>76.30</del><br>25.50  | <del>123.30</del><br>41.17 |
| 9      | LF   | Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe   | <del>47.00</del><br>15.67  | <del>76.30</del><br>25.50  | <del>123.30</del><br>41.17 |
| 10     | LF   | Vent existing kitchen range hood using 5" to 8" vent pipe   | <del>80.00</del><br>20.00  | <del>130.80</del><br>32.70 | <del>210.80</del><br>52.70 |
| 11     | LF   | Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe   | <del>80.00</del><br>20.00  | <del>130.80</del><br>32.70 | <del>210.80</del><br>52.70 |
| 12     | LF   | Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe   | <del>120.00</del><br>10.00 | <del>174.40</del><br>5.00  | <del>294.40</del><br>15.00 |
| 13     | Ea.  | Install new exterior metal wall hood to existing bathroom exhaust vent  | 35.00                      | 54.50                      | 89.50                      |
| 14     | Ea.  | Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)  | 35.00                      | 54.50                      | 89.50                      |
| 15     | Ea.  | Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch  | 450.00                     | 654.00                     | 1104.00                    |
| 16     | Ea.  | Install Humidistat timer switch with multi humidity settings  | 250.00                     | 185.30                     | 435.30                     |
| 17     | Ea.  | Install bathroom exhaust fan mechanical switch – push button or wind up   | 125.00                     | 250.00                     | 375.00                     |
| 18     | Ea.  | Install pig tail for kitchen range hood   | 75.00                      | 150.00                     | 225.00                     |

|               |                   |  |                           |                           |                            |
|---------------|-------------------|--|---------------------------|---------------------------|----------------------------|
| 19            | Ea.               | Install New plg-tail with j-box to kitchen range hood  | 150.00                    | 300.00                    | 450.00                     |
| 20            | Per<br>100<br>CFM | ASHRAE air sealing-when not assigned to major measure  | 109.00                    |                           | 109.00                     |
| 21            | LF                | Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.                               | <del>76.65</del><br>12.77 | <del>85.02</del><br>12.14 | 24.91<br><del>161.67</del> |
| 22            | Ea.               | Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style. | 76.65                     | 85.02                     | 161.67                     |
| 23            | Ea.               | Install new metal R-49 roof vent   | 30.00                     | 32.70                     | 62.70                      |
| 24            | Ea.               | Remove and replace existing roof vent with new metal R-49  | 20.00                     | 32.70                     | 62.70                      |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – PRESSURE BALANCING</b>  | <b>Labor</b>              | <b>Material</b>           | <b>Total</b>               |
| 25            | Hourly            | Pressure balancing   | 81.75                     |                           | 81.75                      |
| 26            | Ea.               | Undercut door (up to 2")   | 59.95                     |                           | 59.95                      |
| 27            | Ea.               | Furnish and Install by-pass grill to door min 16"x 8"  | 48.00                     | 78.48                     | 126.48                     |
| 28            | Ea.               | Install by-pass grill 16"x 4" – 16"x 8" in wall  | 48.00                     | 78.48                     | 126.48                     |
| 29            | Ea.               | Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.                                       | 126.40                    | 206.66                    | 333.06                     |
| 30            | Ea.               | Add inline damper to existing exhaust fan 4" to 7"   | 22.68                     | 40.53                     | 63.21                      |
| 31            | Ea.               | Install inline damper to kitchen fan or range hood.  | 32.77                     | 57.80                     | 90.57                      |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – HEALTH &amp; SAFETY</b>   | <b>Labor</b>              | <b>Material</b>           | <b>Total</b>               |
| 32            | Hour              | Lead safe Weatherization   | 101.37                    |                           | 101.37                     |
| 33            | Project           | Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.                 | 327.00                    |                           | 327.00                     |
| 34            | Ea.               | Install critical barrier over confirmed/presumed asbestos duct bands   |                           |                           |                            |
| 35            | LF.               | Install combustion air vent to air tight wood stove or pellet stove  | <del>75.00</del>          | 136.25                    | <del>211.25</del>          |
| 36            | LF.               | Install combustion air for non-air tight combustion appliance to the outdoors  | <del>97.00</del>          | 156.96                    | <del>253.96</del>          |
| 37            | Ea.               | Install fresh air 80 or 100  | 97.00                     | 156.96                    | 253.96                     |
| 38            | Sq.Ft.            | Install new 6-mil ground cover (if no floor insulation called for)   | 0.20                      | 0.35                      | 0.55                       |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – AIR INFILTRATION</b>  | <b>Labor</b>              | <b>Material</b>           | <b>Total</b>               |

|    |            |   |       |        |        |
|----|------------|---|-------|--------|--------|
| 39 | 100<br>cfm | Blower door directed air sealing - per 100 cfm reduction.   | 70.00 | 32.70  | 102.70 |
| 40 | Sq.Ft.     | Air sealing with 2 part foam system   | 2.50  | 4.91   | 7.41   |
| 41 | Sq.Ft.     | Sheetrock patching  | 5.92  | 9.68   | 15.60  |
| 42 | Sq.Ft.     | Chimney chase way/s if opening is over 2 sq.ft.   | 31.00 | 50.14  | 81.14  |
| 43 | Ea.        | Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft. | 10.00 | 16.35  | 26.35  |
| 44 | Sq.Ft.     | Remove and replace existing broken single pane glass from a <u>wood sash</u>                            | 10.00 | 16.35  | 26.35  |
| 45 | Sq.Ft.     | Remove and replace existing broken glass in <u>aluminum sash</u>  | 11.60 | 18.97  | 30.57  |
| 46 | Sq.Ft.     | Remove and replace existing broken IGU  | 18.00 | 25.07  | 43.07  |
| 47 | LF         | Remove and replace glazing compound   |       |        |        |
| 48 | Ea.        | Install door weatherstrip kit   | 40.00 | 40.33  | 80.33  |
| 49 | Ea.        | Install new snap bead vinyl weatherstrip  | 47.00 | 14.17  | 61.17  |
| 50 | Ea.        | Install new door threshold up to 48"  | 46.00 | 76.30  | 122.30 |
| 51 | Ea.        | Install new door shoe up to 48"   | 46.00 | 76.30  | 122.30 |
| 52 | Ea.        | Install new door sweep up to 48"  | 32.00 | 51.23  | 83.23  |
| 53 | Ea.        | Adjust existing door  | 75.00 | 32.70  | 107.70 |
| 54 | LF.        | Block and seal knee-wall rakes  | 2.50  | 4.91   | 7.41   |
| 55 | LF.        | Block and seal basement Rim joists  | 3.50  | 6.00   | 9.50   |
| 56 | LF.        | Block and seal tops and bottoms of balloon framed walls   | 2.50  | 4.91   | 7.41   |
| 57 | Ea.        | All (IC and non-IC rated) recessed light fixtures air sealed using sheetrock box                        | 16.00 | 31.61  | 47.61  |
| 58 | Ea.        | Heat producing fixtures (when not insulating attic)   | 16.00 | 31.61  | 47.61  |
| 59 | Ea.        | Remove non IC rated recessed lights and replace with new IC rated unit                                  | 90.00 | 150.00 | 240.00 |
| 60 | Sq.Ft.     | Floor patch repair and seal   | 4.32  | 8.18   | 12.50  |
| 61 | Ea.        | Replace attic access (when not insulating)  | 62.80 | 102.68 | 165.48 |
| 62 | Ea.        | Weatherstrip interior attic access (when not insulating)  | 40.00 | 63.22  | 103.22 |

|               |            |  |              |                 |              |
|---------------|------------|--|--------------|-----------------|--------------|
| 63            | Ea.        | Repair and weatherstrip interior attic access (when not insulating)                    | 62.80        | 102.68          | 165.48       |
| 64            | Ea.        | Install thermal, air tight attic pull down enclosure                                   | 110.00       | 185.30          | 295.30       |
| 65            | Ea.        | Replace existing crawlspace access (when not insulating)                               | 62.80        | 104.64          | 167.44       |
| 66            | Ea.        | Weatherstrip interior floor access (when not insulating)                               | 8.00         | 15.26           | 23.26        |
| 67            | Ea.        | Repair and weatherstrip interior floor access (when not insulating)                    | 8.00         | 21.80           | 29.80        |
| 68            | Ea.        | Weatherstrip interior knee-wall access door (when not insulating)                      | 40.00        | 63.22           | 103.22       |
| 69            | Ea.        | Build knee-wall access door and weatherstrip   | 62.00        | 101.37          | 163.37       |
| 70            | Ea.        | Cut in temporary access and seal upon completion                                       | 62.80        | 87.20           | 150.00       |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – CEILING INSULATION</b>  | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 71            | Sq.Ft.     | Install R-19 blown in fiberglass insulation  | 0.78         | 1.28            | 2.06         |
| 72            | Sq.Ft.     | Install R-27 blown in fiberglass insulation  | 0.80         | 1.31            | 2.11         |
| 73            | Sq.Ft.     | Install R-38 blown in fiberglass insulation  | 0.82         | 1.34            | 2.16         |
| 74            | Sq.Ft.     | Install R-49 blown in fiberglass insulation  | 0.86         | 1.41            | 2.27         |
| 75            | Sq.Ft.     | Low clearance attic space. Labor only  | 0.76         |                 | 0.76         |
| 76            | Sq.Ft.     | Floored attic areas – Labor only   | 1.19         |                 | 1.19         |
| 77            | Ea.        | Cut in and install new attic access approx. 20"x30"                                    | 48.00        | 82.84           | 130.84       |
| 78            | Ea.        | Seal off existing attic access and install new approx. 20"x30"                         | 55.00        | 93.74           | 148.74       |
| 79            | LF         | Install 1/2" minimum plywood damming   | 6.00         | 8.72            | 14.72        |
| 80            | LF         | Install fiberglass damming   | 3.00         | 6.54            | 9.54         |
| 81            | Ea.        | Install Electrical Junction boxes to enclose flying splices                            | 70.00        | 100.00          | 170.00       |
| 82            | Sq.Ft.     | Dam knob and tube wiring   |              |                 |              |
| 83            | Ea.        | Install baffle to low venting  | 0.50         | 1.09            | 1.59         |
| 84            | Ea.        | Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent | 16.00        | 26.16           | 42.16        |
| 85            | Ea.        | Install soffit vent 4"x16", 6"x 16" or 8"x16"  | 16.00        | 26.16           | 42.16        |

|               |            |  |                                     |                                     |                                      |
|---------------|------------|--|-------------------------------------|-------------------------------------|--------------------------------------|
| 86            | Ea.        | Install gable vent 8"x12", 8"x16" or 12"x12"                                 | 32.00                               | 52.32                               | 84.32                                |
| 87            | Ea.        | Install large gable vent 12"x18", 14"x24" or 18"x24"                         | 50.00                               | 65.40                               | 115.40                               |
| 88            | Ea.        | Install extra-large gable vent 24"x30"                                       | 50.00                               | 127.53                              | 177.53                               |
| 89            | Ea.        | Install metal roof vent R-50 (Only Metal vents are acceptable).              | 28.00                               | 32.70                               | 60.70                                |
| 90            | Ea.        | Install metal roof vent R-49 (Only Metal vents are acceptable).              | 28.00                               | 32.70                               | 60.70                                |
| 91            | Ea.        | Install roof vent R-92   | 21.00                               | 34.88                               | 55.88                                |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b>                        | <b>Material</b>                     | <b>Total</b>                         |
| 92            | LF         | Install Water Pipe Insulation (when not insulating)                          | <sup>0.65</sup><br><del>60.00</del> | <sup>0.95</sup><br><del>98.10</del> | <sup>1.60</sup><br><del>158.10</del> |
| 93            | Sq.Ft.     | Twine existing floor insulation (when not insulating)                        | 0.19                                | 0.33                                | 0.52                                 |
| 94            | Ea.        | Install new metal 6"x16" or 8"x16" foundation vents                          | 10.00                               | 25.00                               | 35.00                                |
| 95            | Ea.        | Remove existing and install new 6"x16" or 8"x16" foundation vents.           | 21.00                               | 27.25                               | 48.25                                |
| 96            | Ea.        | Rescreen existing damaged foundation vents                                   | 4.00                                | 10.90                               | 14.90                                |
| 97            | Sq.Ft.     | Removal and proper disposal of existing insulation                           | 0.70                                | 0.55                                | 1.25                                 |
| 98            | Sq.Ft.     | Labor only- to install floor insulation on irregular joist spacing           | 0.55                                |                                     | 0.55                                 |
| 99            | Sq.Ft.     | Labor only- to install floor insulation where clearance is less than 18"     | 0.55                                |                                     | 0.55                                 |
| 100           | Sq.Ft.     | Install permeable air barrier  | 0.20                                | 0.35                                | 0.55                                 |
| 101           | Ea.        | Seal off existing interior crawlspace access and install new approx. 20"x30" |                                     |                                     |                                      |
| 102           | Ea.        | Cut in and install new interior crawlspace access approx. 20"x30"            | 75.00                               | 103.55                              | 178.55                               |
| 103           | Ea.        | Seal off existing exterior crawlspace access and install new approx. 20"x30" | 90.00                               | 124.26                              | 214.26                               |
| 104           | Ea.        | Cut in and install new exterior crawlspace access approx. 20"x30"            |                                     |                                     |                                      |
| 105           | Sq.Ft.     | Install R-11 unfaced fiberglass batt insulation to existing insulation       | 0.82                                | 1.24                                | 2.06                                 |
| 106           | Sq.Ft.     | Install R-15 faced fiberglass batt insulation                                | 0.85                                | 1.36                                | 2.21                                 |
| 107           | Sq.Ft.     | Install R-25 faced fiberglass batt insulation                                | 0.86                                | 1.40                                | 2.26                                 |
| 108           | Sq.Ft.     | Install R-30 faced fiberglass batt insulation                                | 0.90                                | 1.47                                | 2.37                                 |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 109           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house. | 1.52         | 2.49             | 4.01         |
| 110           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house. | 1.60         | 2.62             | 4.22         |
| 111           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"                                 | 0.90         | 1.53             | 2.43         |
| 112           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"                                | 0.90         | 1.85             | 2.75         |
| 113           | Sq.Ft.     | Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood                       | 2.20         | 3.60             | 5.80         |
| 114           | Sq.Ft.     | Block and blow up to R-30 closed bump-out   | 2.20         | 3.60             | 5.80         |
|               |            | <b>MEASURE DESCRIPTION -</b>  |              |                  |              |
| <b>Item #</b> | <b>Qty</b> | <b>WALLS/KNEE-WALLS/PONY WALLS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 115           | LF.        | Install insulation blocks; rim joist/rakes/knee wall/pony wall  | 2.50         | 4.91             | 7.41         |
| 116           | Sq.Ft.     | Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall                                   | 0.76         | 1.26             | 2.02         |
| 117           | Sq.Ft.     | Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation                                 | 0.76         | 1.40             | 2.16         |
| 118           | Sq.Ft.     | Install Tyvek/FSK or equivalent   | 0.36         | 0.59             | 0.95         |
| 119           | Sq.Ft.     | Twine only (when not insulating)  | 0.36         | 0.59             | 0.95         |
| 120           | Sq.Ft.     | Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity                               | 0.96         | 1.57             | 2.53         |
| 121           | Sq.Ft.     | Install high density R-13 cellulose insulation in 2"x4" framed cavity                                       | 0.96         | 1.57             | 2.53         |
| 122           | Sq.Ft.     | Install high density R-25 cellulose insulation in 2"x6" framed cavity                                       | 0.80         | 1.74             | 2.54         |
| 123           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x4" framed cavity                                    | 0.80         | 1.31             | 2.11         |
| 124           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x6" framed cavity                                    | 0.80         | 1.47             | 2.27         |
| 125           | Sq.Ft.     | Install high density cellulose insulation in 2"x4" in cavity with existing insulation                       | 0.80         | 1.20             | 2.00         |
| 126           | Sq.Ft.     | Install high density cellulose insulation in 2"x6" in cavity with existing insulation                       | 0.80         | 1.31             | 2.11         |
| 127           | Sq.Ft.     | Install high density R-13 fiberglass insulation in 2"x4" framed cavity                                      | 0.80         | 1.28             | 2.08         |
| 128           | LF.        | Labor only - Remove and replace shake siding  | 0.55         |                  | 0.55         |
| 129           | LF.        | Labor only - Remove and replace wood siding   | 0.55         |                  | 0.55         |
| 130           | LF.        | Labor only - Remove and replace vinyl siding  | 0.55         |                  | 0.55         |
| 131           | LF.        | Labor only - Remove and replace aluminum/metal siding   | 0.76         |                  | 0.76         |
| 132           | LF.        | Labor only - Remove and replace asphalt siding  | 0.76         |                  | 0.76         |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 133           | LF.        | Labor only - Drill wood siding that cannot be removed   | 0.98         |                  | 0.98         |
| 134           | LF.        | Labor only - Drill stucco siding  |              |                  |              |
| 135           | LF.        | Labor only - Drill interior walls   | 0.76         |                  | 0.76         |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 136           | Ea.        | Remove existing door and Install new 6 panel min R-7 door dual bored                          | 319.00       | 522.11           | 841.11       |
| 137           | Ea.        | Install new keyed alike lockset and dead bolt   | 34.00        | 55.59            | 89.59        |
| 138           | Ea.        | Install peephole  | 16.00        | 32.70            | 48.70        |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION</b>                               | <b>Labor</b> | <b>Material</b>  | <b>Total</b> |
| 139           | Per system | Duct seal entire heating supply and cold air return system                                    | 221.00       | 361.88           | 582.88       |
| 140           | Ea.        | Seal all supply and return boots at registers - when not sealing entire system                | 221.00       | 361.88           | 582.88       |
| 141           | Both       | Seal supply and return plenum in garage - when not sealing entire system                      | 85.00        | 38.15            | 123.15       |
| 142           | Ea.        | Seal supply/return plenum in crawlspace - when not sealing entire system                      | 120.00       | 38.15            | 158.15       |
| 143           | Ea.        | Seal supply/return plenum in attic - when not sealing entire system                           | 120.00       | 38.15            | 158.15       |
| 144           | Ea.        | Seal bare metal/connections on flex duct  | 25.00        | 5.45             | 30.45        |
| 145           | Sq.Ft.     | Insulate ducts using R-11 vinyl wrap insulation   | 0.92         | 1.50             | 2.42         |
| 146           | Sq.Ft.     | Insulate ducts using R-19 vinyl wrap insulation   | 1.08         | 1.79             | 2.87         |
| 147           | Sq.Ft.     | Insulate supply/return plenum in garage R-11 vinyl wrap insulation                            | 0.92         | 1.61             | 2.53         |
| 148           | Sq.Ft.     | Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation                        | 1.10         | 1.61             | 2.71         |
| 149           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-11   | 37.50        | 1.61             | 39.11        |
| 150           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-19   | 37.50        | 1.85             | 39.35        |
| 151           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation | 1.65         | 1.61             | 3.26         |
| 152           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation | 1.65         | 1.79             | 3.44         |
| 153           | LF.        | Add ducting to existing system and seal – to include boots 6", 7" or 8"                       | 23.93        | 65.00            | 88.93        |
| 154           | LF.        | Add ducting to existing system and seal – to include boots 10", 12" or 14"                    | 23.99        | 122.97           | 146.96       |
| 155           | LF.        | Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"    | 16.00        | 23.98            | 39.98        |

|     |     |   |       |        |        |
|-----|-----|---|-------|--------|--------|
| 156 | Lf. | Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14" | 22.00 | 35.97  | 57.97  |
| 157 | Ea. | Shorten existing flex duct run  | 16.00 | 23.98  | 39.98  |
| 158 | Ea. | Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"      | 66.00 | 132.98 | 198.98 |
| 159 | Ea. | Expose floored over register boots and install new floor register                             | 37.50 | 21.80  | 59.30  |
| 160 | Ea. | Install metal supply register   | 10.00 | 21.80  | 31.80  |

**MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES**

| Item # | Qty         | MEASURE DESCRIPTION – AIR INFILTRATION   | Labor | Materials | Total  |
|--------|-------------|--|-------|-----------|--------|
| 161    | Per 100 CFM | Blower door directed air sealing - price per 100 cfm reduction.                                      | 70.00 | 36.30     | 106.30 |
| 162    | Sq.Ft.      | Air sealing with 2 part foam system  | 2.50  | 4.91      | 7.41   |
| 163    | Sq.Ft.      | Sheetrock patching   | 5.92  | 9.68      | 15.60  |
| 164    | Ea.         | Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft. | 3.00  | 5.45      | 8.45   |
| 165    | Sq.Ft.      | Replace broken single pane glass   |       |           |        |
| 166    | Sq.Ft.      | Replace broken IGU   | 18.00 | 25.07     | 43.07  |
| 167    | Ea.         | Install door weatherstrip kit  | 40.00 | 40.33     | 80.33  |
| 168    | Ea.         | Install new snap bead vinyl weatherstrip   | 47.00 | 14.17     | 61.17  |
| 169    | Ea.         | Install foam weatherstrip tape   | 8.00  | 14.17     | 22.17  |
| 170    | Ea.         | Install new door threshold and door shoe   | 46.00 | 76.30     | 122.30 |
| 171    | Ea.         | Install new door sweep   | 46.00 | 76.30     | 122.30 |
| 172    | Ea.         | Adjust existing door   | 75.00 | 32.70     | 107.70 |
| 173    | Ea.         | Remove non IC rated recessed lights and replace with new IC rated unit                               | 90.00 | 150.00    | 240.00 |
| 174    | Sq.Ft.      | Repair and seal floor patch (when insulation is not installed)                                       | 4.32  | 8.18      | 12.50  |
| 175    | Ea.         | Eliminate blend air duct from furnace  | 25.00 | 10.90     | 35.90  |
| Item # | Qty         | MEASURE DESCRIPTION – ROOF/CAVITY  | Labor | Materials | Total  |
| 176    | Sq.Ft.      | Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed                           | 1.10  | 1.64      | 2.74   |
| 177    | Sq.Ft.      | Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed                          | 1.10  | 1.85      | 2.95   |

|               |            |  |                          |                         |                          |
|---------------|------------|--|--------------------------|-------------------------|--------------------------|
| 178           | Sq.Ft.     | Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38      | 2.46                     | 3.73                    | 6.19                     |
| 179           | Sq.Ft.     | Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30    | 2.46                     | 4.05                    | 6.51                     |
| 180           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30 | 2.46                     | 4.27                    | 6.73                     |
| 181           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation                  | 2.20                     | 3.60                    | 5.80                     |
| 182           | Sq.Ft.     | Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation          | 2.20                     | 4.36                    | 6.56                     |
| 183           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25                                | 0.78                     | 1.28                    | 2.06                     |
| 184           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30                                 | 0.80                     | 1.31                    | 2.11                     |
| 185           | Sq.Ft.     | Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38                | 0.82                     | 1.34                    | 2.16                     |
| 186           | Ea.        | Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent                               | 20.00<br><del>0.86</del> | 32.70<br>+4             | 52.70<br><del>2.27</del> |
| 187           | Ea.        | Install new R-49 to R-92 roof vent   | 20.00                    | 32.70                   | 52.70                    |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b>             | <b>Materials</b>        | <b>Total</b>             |
| 188           | Sq.Ft.     | Blown in fiberglass insulation in soft belly 6" or less to include belly patching                                | 1.11                     | 1.80                    | 2.91                     |
| 189           | Sq.Ft.     | Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching                            | 1.11                     | 1.86                    | 2.97                     |
| 190           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" or less to include belly patching                                | 1.10                     | 1.80                    | 2.90                     |
| 191           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching                                 | 1.11                     | 1.86                    | 2.97                     |
| 192           | Sq.Ft.     | R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists                  | 1.56                     | 2.55                    | 4.11                     |
| 193           | Sq.Ft.     | R-25 fiberglass batt insulation and twine  | 0.86                     | 1.40                    | 2.26                     |
| 194           | Sq.Ft.     | Install new permeable air barrier  | 0.25<br><del>0.21</del>  | 1.30<br><del>0.34</del> | 1.55<br><del>0.55</del>  |
| 195           | Sq.Ft.     | Twine to support 10" or more soft drop belly   | 0.19                     | 0.33                    | 0.52                     |
| 196           | Sq.Ft.     | Patch, seal and twine holes in belly material in excess of 9 sq.ft.  | 0.56                     | 0.99                    | 1.55                     |
| 197           | LF.        | Replace metal skirting   | 19.50                    | 6.54                    | 26.04                    |
| 198           | LF.        | Replace wood skirting  | 19.50                    | 6.54                    | 26.04                    |
| 199           | Ea.        | Remove existing and install new 6"x16" skirting vents  | 5.00                     | 10.90                   | 15.90                    |
| 200           | Ea.        | Cut in and install new metal 6"x16" skirting vents   | 6.00                     | 10.90                   | 16.90                    |
| 201           | LF.        | Extend condensate line to the outside  | 10.00<br>4.00            | 27.25<br>2.00           | 37.25<br>6.00            |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 202           | Ea.        | Add new access to skirting  | 30.00        | 70.85            | 100.85       |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 203           | Per System | Duct seal entire heating supply and cold air return system including plenum in single wide                          | 172.80       | 282.53           | 455.33       |
| 204           | Per System | Duct seal entire heating supply and cold air return system including plenum in double wide                          | 242.00       | 404.17           | 651.17       |
| 205           | Ea.        | Cut in and seal plenum only   | 22.24        | 38.15            | 60.39        |
| 206           | LF.        | Duct sealing/repair branch ducts  | 22.24        | 36.38            | 58.62        |
| 207           | LF.        | Remove existing branch duct and replace with rigid metal ducting up to 7"   | 3.27         | 6.54             | 9.81         |
| 208           | LF.        | Add new rigid metal branch duct to include; ducting, boot and floor register  | 25.00        | 40.88            | 65.88        |
| 209           | Sq.Ft.     | Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports     | 22.24        | 36.38            | 58.62        |
| 210           | Ea.        | Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"                             | 66.00        | 133.20           | 199.20       |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT INSULATION</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 211           | Sq.Ft.     | Install R-11 vinyl faced insulation   | 0.98         | 1.44             | 2.42         |
| 212           | LF.        | Install rigid foam board for support  | 1.12         | 3.60             | 4.72         |
| 213           | Ea.        | Support HVAC ducts – when no duct work called for   | 12.50        | 3.27             | 15.77        |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WINDOWS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 214           | Sq.Ft.     | Install new vinyl replacement window to include interior and exterior air sealing                                   | 19.20        | 31.39            | 50.59        |
| 215           | Sq.Ft.     | Add safety glass to a replacement window  |              | 14.61            | 14.61        |
| 216           | LF.        | Install metal drip edge   | 6.00         | 0.98             | 6.98         |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 217           | Ea.        | Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt      | 319.00       | 522.11           | 841.11       |
| 218           | Ea.        | Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt | 319.00       | 522.11           | 841.11       |
| 219           | Ea.        | Install new keyed alike lockset and deadbolt  | 34.00        | 55.59            | 89.59        |
| 220           | Ea.        | Install peephole  | 17.00        | 32.70            | 49.70        |
| 221           | Ea.        | Install single lockset  | 17.00        | 32.70            | 49.70        |

| Item # | Qty    | MEASURE DESCRIPTION – WATER HEATER  | Labor                     | Materials                 | Total                      |
|--------|--------|---|---------------------------|---------------------------|----------------------------|
| 222    | Ea.    | Insulate Water Heater Tank with R-11 vinyl faced insulation   | 37.50                     | 44.69                     | 82.19                      |
| 223    | Ea.    | Insulate water heater cavity to R-11 to include infiltration  | 66.96                     | 100.28                    | 167.24                     |
| 224    | Ea.    | Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration | 42.00                     | 70.85                     | 112.85                     |
| 225    | LF.    | Insulate plumbing at hot water tank with R-11– when not assigned to a measure                               | 1.15<br><del>20.00</del>  | 1.35<br><del>32.70</del>  | 2.50<br><del>52.70</del>   |
| 226    | Ea.    | Repair water heater cavity door   | 50.00<br><del>20.00</del> | 95.00<br><del>43.60</del> | 145.00<br><del>63.60</del> |
| 227    | Sq.Ft. | Remove existing water heater cavity door and install new R-7 metal mobile door with single lock             | 167.00                    | 437.09                    | 604.09                     |
| 228    | Ea.    | Install pressure relief tube and extend to crawlspace   |                           |                           |                            |
| 229    | Ea.    | Remove and replace existing electric water heater tank to include earthquake strap and drip pan             |                           |                           |                            |
| 230    | Ea.    | Remove and replace existing Gas water heater tank to include earthquake strap and drip pan                  |                           |                           |                            |
| 231    | Set    | Install high and low venting to gas water heater cavity door up to 16"x6"                                   | 20.00                     | 59.95                     | 79.95                      |
| 232    | Ea.    | Install combustion air vent to water heater cavity floor  | 20.00                     | 32.70                     | 52.70                      |

Attachment F

**PROPOSAL CERTIFICATION**

**RFP #2021-36**

Submitted by: Alpha Energy Savors Inc, Oregon  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Kandi Obrist Date: 05/20/2021  
 Signature: Kandi Obrist Title: President/owner  
 Email: office@alphaenergysavors@gmail.com Telephone: 503-239-6520  
 Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): 34972

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

July 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Electech Lighting and Electric for the  
Weatherization Specialty Contractors**

|  |  |
|--|--|
| <b>Purpose/<br/>Outcomes</b>               | To install electrical specialty services related to weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and<br/>Fiscal Impact</b> | Total contract value is \$900,000.00   |
| <b>Funding Source</b>                      | Oregon Housing and Community Services  |
| <b>Duration</b>                            | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.   |
| <b>Previous Board<br/>Action</b>           | None   |
| <b>Strategic Plan<br/>Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities  |
| <b>Counsel Review</b>                      | June 29, 2021<br>Counsel Initials: AN  |
| <b>Procurement<br/>Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>  |
| <b>Contact Person</b>                      | Korene Mather, Weatherization Services Program Manager<br>971-806-7413   |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Electech Lighting and Electric for the Weatherization Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #423**

This Weatherization Services Contract (this “Contract”) is entered into between **Electech Lighting and Electric Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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 **Nine Hundred Thousand Dollars (\$900,000.00)**. 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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 (42 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.

**Section 41. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Section 42. Further Assurances.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

**Section 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Electech Lighting & Electric, Inc.

Clackamas County

James Johnson 6/15/2021  
Authorized Signature Date

\_\_\_\_\_  
Chair

JAMES JOHNSON PRESIDENT  
Name / Title Printed

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

168260

CCB License Number

Approved as to form.

335287-95

Oregon Business Registry Number

[Signature]  
County Counsel

06/29/2021

DBC/Oregon

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: ELECTECH LIGHTING AND ELECTRIC INC.

Representative Name and Title:  
JAMES JOHNSON PRESIDENT

Signature:

Date:

James Johnson

6/15/2021

**Request for Proposals #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**

**SONYA FISCHER, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

**MARK SHULL, Commissioner**

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**Gary Schmidt  
County Administrator**

**Ryan Rice  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 20, 2021**

**TIME: 2:00 PM, Pacific Time**

**PLACE: [Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

## SCHEDULE

|  |   |
|--|---|
| Request for Proposals Issued.....                | April 22, 2021                          |
| Protest of Specifications Deadline.....          | April 29, 2021, 5:00 PM, Pacific Time   |
| Deadline to Submit Clarifying Questions.....     | May 13, 2021, 5:00 PM, Pacific Time     |
| Request for Proposals Closing Date and Time..... | May 20, 2021, 2:00 PM, Pacific Time     |
| Deadline to Submit Protest of Award.....         | Seven (7) days from the Intent to Award |

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### **3.2.1. SPECIAL CONSIDERATIONS**

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
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. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. 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.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 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. 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;
- iii. 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.

Contractors 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

#### **3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

##### **3.4.4.1. Licensing/Endorsements/Disqualification**

##### **Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

#### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

## SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

### **4.2** EVALUATION CRITERIA

| <u>Category</u>   | <u>Points available:</u> |
|---|--------------------------|
| Proposer's General Background and Qualifications (Attachment A) | 0-40                     |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                     |
| <b>Total available points</b>                                   | <b>0-100</b>             |

**\*\* Applicants may submit price sheets for multiple specialties, if applicable.**

### **4.3** SELECTION AND AWARD

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**



Specialty Lighting \* Commercial \* Residential Remodel

May 20, 2021

Clackamas County

Procurement Department

Oregon City, OR 97045

Re: Proposals #2021-36 for Weatherization Major Measure and Specialty Contractors

To whom it may concern:

Electech Lighting & Electric, Inc. is providing a bid for Proposals #2021-36 for Clackamas County Weatherization Major Measure and Specialty Contractors.

Proposal Closing date, time and location:

Date: May 20, 2021

Time: 2:00PM, Pacific Time

Place: Procurement@clackamas.us

Respectfully,

James Johnson, President

Electech Lighting & Electric, Inc.

James.electech@hotmail.com

465 NE 181<sup>st</sup> #189 Portland, OR 97230

Ph: (503)970-4072 Fax: (503)254-6643

CCB#168260

**ATTACHMENT A**

**Weatherization Major Measure and Specialty Contractor Proposal Template**

*Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.*

**1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.**

Electech Lighting and Electric Inc. is a full service electrical contractor, specializing in home repairs, remodeling and specialty lighting work for both commercial and residential customers.

**2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

Electech does not discriminate anyone, when it comes to hiring or working conditions. Everyone is treated equal and the employees are like an extension of our family. We currently have Guatemalan ancestry, African American, and Native American employees working at Electech. Electech offers paid time off, flexible schedules, and medical insurance to our employees.

**3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).**

Electech has been a weatherization contractor with Multnomah County, since 2018. We have plenty of experience with the repair work, bidding, billing, and payroll. We have the needed manpower, tools and equipment needed to take care of many of the electrical repairs requested, including new service panels, wiring, outlet and lighting installations. We also have great relationships with both of the power utility companies, as well as the many electrical inspectors, that we work with for our projects.

**4. List any applicable certifications and/or trainings.**

Registered Jatc Training Agent  
Member of IEC Oregon  
Certified Lead Base Paint Renovator

**5. Identify key individuals that would be assigned to this project and list their credentials/experience.**

James Johnson- Supervising electrician- Owner of Electech

Juston Santae- Journeyman electrician- 10 years with Electech

Roque Tasej-Lopez- Journeyman electrician- 6 years with Electech

\*All of the people noted have the experience and have done and taken care of the various needed projects as per the bid request

**6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.**

Multnomah County- Weatherization contractor

City of Portland- Maint. contractor

Metro Oregon- Maint. contractor

Reach CDC- Housing repair work

Portland Housing Bureau- Housing repair work

Naya Family Services- Housing repair work

\*All of the above entities have current contracts with Electech to help with their repair and maintenance projects.

|   |  |
|---|--|
| <b>Oregon CCB Number</b>  | 168260   |
| <b>SAM.GOV Registration/DUNS Number</b>   | 173545851  |
| <b>CCB Lead-Based Paint Renovation Contractors License Number</b>   | lbpr168260   |
| <b>Lead Renovation Repair and Painting Program Employee Certifications</b>                                      | Juston Santee  |
| <b>Employer Identification Number</b>   | 01-0854780   |
| <b>References:</b><br>Provide three (3) references for clients your firm has served in the past three (3) years | <b>One client that has engaged the firm in the past 36 months:</b><br>Please see below:<br>Name:<br>Address:<br>Email:<br>Telephone: |
|   | <b>One long-term client:</b> Please see below:<br>Name:<br>Address:<br>Email:<br>Telephone:  |
|   | <b>One other client:</b><br>Name:<br>Address:<br>Email:<br>Telephone:  |

Provide other relevant information, if any.

1) Jose' Flores-Lead weatherization Inspector  
 209 SW 4th Ave. Ste. 200 Pdx. 97204  
 jose.flores@multco.us  
 503-957-7370

2) Ashley Wills-Ehlers-Housing project lead supervisor  
 4150 S Moody Ave. Pdx. 97239  
 AEhlers@reachcdc.org  
 503-957-7370

3) Brent Lee-Home repair program coordinator  
 5135 NE Columbia Blvd. Pdx. 97218  
 brentl@nayapdx.org  
 971-803-0027

Electech Lighting and Electric Inc. has all of the needed contracting experience to become an important part of Clackamas County's Weatherization Program, and we look forward to the opportunity of being able to work with you and help out your home owners. Thank you!

**ATTACHMENT E - SINGLE FAMILY ELECTRICAL** Bidder Name: **ELECTECH LIGHTING AND ELECTRIC INC.**

**Bid Response Instructions:**  
 1. Enter your Bidder Name  
 2. Enter your bid pricing in the green Bid Price cells - Labor and Material *ONLY*. The bid prices will automatically multiplied by the Bid Units to calculate the total bid price for each line item. The Bid Units are being used for the purpose of calculating the Bid Total, which is used to determine the lowest bidders. Bid Units are not an estimate of the work to be awarded. Contractors will be tied only to the line item Bid Prices submitted in the calculation of work orders.

**NOTE: Each work item below shall include the cost of material and labor. In most cases permits will be required to perform each work item. Copies of all necessary permits MUST be submitted to the County at the time of invoicing. Bid prices included in this request must NOT include the cost of the required permits and a copy must be submitted with the invoice in order to receive reimbursement.**

**YOU MUST SUBMIT BID PRICES FOR ALL BID ITEMS IN THIS BID CATEGORY TO BE CONSIDERED RESPONSIVE**

| Item | Description   | Bid Price |          | Bid Units | Line Item Bid Total |
|------|---|-----------|----------|-----------|---------------------|
|      |   | Labor     | Material |           |                     |
| 1    | <b>Truck Charge</b><br>One truck charge per project | 120       | 75       | 1         | \$ 195.00           |

**Items 2-5: Furnish and Install a New Bath Fan (light combo ceiling mount with damper) for Stick Built Dwellings and Mobile Homes**  
**Must include the following:**

- All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.
- All materials and labor to install the fan.
- Installation must be a finished product and paint ready.
- Fishing the wire from an approved electrical source.
- Separate the fan from the light switch operation.
- Fan must be installed to allow for the venting out of the fan, through roof, soffit, or gable end vent.

**\*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.**

- The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.
- Fan manufacturer, name and model number must be included with the invoice.

|   |   |     |     |   |           |
|---|---|-----|-----|---|-----------|
| 2 | <b>New Bath Fan Light Combo In Site Built Dwelling:</b><br>Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 Cubic Feet Per Minute (CFM), 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one) | 400 | 350 | 1 | \$ 750.00 |
|---|---|-----|-----|---|-----------|

|   |   |     |     |   |           |
|---|---|-----|-----|---|-----------|
| 3 | <b>New Bath Fan Light Combo In Mobile Home:</b><br>Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one) | 400 | 350 | 1 | \$ 750.00 |
|---|---|-----|-----|---|-----------|

**Items 4-5: Furnish and Install a New Bath Fan (ceiling mount with damper) for Stick Built Dwellings and Mobile Homes**  
**Must include the following:**

- All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.
- All materials and labor to install the fan.
- Installation must be a finished product and paint ready.
- Fishing the wire from an approved electrical source.
- Separate the fan from the light switch operation.
- Fan must be installed to allow for the venting out of the fan, through roof, soffit or gable end vent.

**\*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.**

- The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.
- Fan manufacturer, name and model number must be included with the invoice.

|   |   |     |     |   |           |
|---|---|-----|-----|---|-----------|
| 4 | <b>New Bath Fan In Stick Built Dwelling:</b><br>Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one) | 400 | 350 | 1 | \$ 750.00 |
|---|---|-----|-----|---|-----------|

|   |  |     |     |   |           |
|---|--|-----|-----|---|-----------|
| 5 | <b>New Bath Fan In Mobile Home:</b><br>Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one) | 400 | 350 | 1 | \$ 750.00 |
|---|--|-----|-----|---|-----------|

**Items 6-7: Remove and Replace Existing Bath Fan Light Combo (ceiling with damper) for Stick Built dwellings and Mobile Homes.**  
**Must include the following:**

- All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.
- All materials and labor to install the fan.
- Installation must be a finished product and paint ready.
- Fishing the wire from an approved electrical source.
- Separate the fan from the light switch operation.
- Fan must be installed to allow for the venting out of the fan exhaust through the roof, soffit or gable end vent.

**\*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.**

- The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.
- Fan manufacturer, name and model number must be included with the invoice

|   |  |     |     |   |           |
|---|--|-----|-----|---|-----------|
| 6 | <b>Remove and Replace Existing Bath Fan Light Combo In Stick Built Dwelling:</b><br>Ceiling bath fan with light, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one) | 400 | 450 | 1 | \$ 850.00 |
|---|--|-----|-----|---|-----------|

|   |   |     |     |   |           |
|---|---|-----|-----|---|-----------|
| 7 | <b>Remove and Replace Existing Bath fan light combo in Mobile Home:</b><br>Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated (Bid per one) | 400 | 450 | 1 | \$ 850.00 |
|---|---|-----|-----|---|-----------|

|  |   |     |     |   |             |
|--|---|-----|-----|---|-------------|
| <b>Items 8-9: Remove and Replace Existing Bath Fan (ceiling with damper) for Stick Built dwellings and Mobile Homes.</b>               |   |     |     |   |             |
| <b>Must include the following:</b>   |   |     |     |   |             |
| 1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.                                       |   |     |     |   |             |
| 2. All materials and labor to install the fan.   |   |     |     |   |             |
| 3. Installation must be a finished product and paint ready.  |   |     |     |   |             |
| 4. Fishing the wire from an approved electrical source.  |   |     |     |   |             |
| 5. Separate the fan from the light switch operation.   |   |     |     |   |             |
| 6. Fan must be installed to allow for the venting out of the fan exhaust.  |   |     |     |   |             |
| 7. <b>The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.</b> |   |     |     |   |             |
| 8. <b>Fan manufacturer, name and model number must be included with the invoice.</b>   |   |     |     |   |             |
| 8  | <b>Remove and Replace Existing Bath Fan in Stick Built Dwelling:</b><br>Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>   | 400 | 450 | 1 | \$ 850.00   |
| 9  | <b>Remove and Replace Existing Bath Fan in Mobile Home:</b><br>Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>   | 400 | 450 | 1 | \$ 850.00   |
| <b>Item 10: Furnish and Install New Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes.</b>                |   |     |     |   |             |
| <b>Must include the following:</b>   |   |     |     |   |             |
| 1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.                                       |   |     |     |   |             |
| 2. All materials and labor to install the fan.   |   |     |     |   |             |
| 3. Installation must be a finished product and paint ready.  |   |     |     |   |             |
| 4. Fishing the wire from an approved electrical source.  |   |     |     |   |             |
| 5. Separate the fan from the light switch operation.   |   |     |     |   |             |
| 6. Fan must be installed to allow for the venting out of the fan exhaust.  |   |     |     |   |             |
| 7. <b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement</b>    |   |     |     |   |             |
| 8. <b>Fan manufacturer, name and model number must be included with the invoice.</b>   |   |     |     |   |             |
| 10   | <b>Furnish and Install New Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home :</b><br>Wall mount bath fan rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper.<br><b>(Bid per one)</b>   | 450 | 450 | 1 | \$ 900.00   |
| <b>Item 11: Remove and Replace Existing Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes</b>             |   |     |     |   |             |
| <b>Must include the following:</b>   |   |     |     |   |             |
| 1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.                                       |   |     |     |   |             |
| 2. All materials and labor to install the fan.   |   |     |     |   |             |
| 3. Installation must be a finished product and paint ready.  |   |     |     |   |             |
| 4. Fishing the wire from an approved electrical source.  |   |     |     |   |             |
| 5. Separate the fan from the light switch operation.   |   |     |     |   |             |
| 6. Fan must be installed to allow for the venting out of the fan exhaust.  |   |     |     |   |             |
| 7. <b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</b>   |   |     |     |   |             |
| 8. <b>Fan manufacturer, name and model number must be included with the invoice.</b>   |   |     |     |   |             |
| 11   | <b>Remove and Replace Existing Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home:</b><br>Wall mount bath fan must be rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. <b>(Bid per one)</b>   | 450 | 450 | 1 | \$ 900.00   |
| <b>Miscellaneous</b>   |   |     |     |   |             |
| 12   | <b>Install a new Smart Exhaust bath fan/delay timer/ventilation controller.</b><br>The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed) - a copy must be submitted with the invoice for reimbursement.<br><b>Switch manufacturer, name and model number must be included with the invoice. (Bid per one)</b> | 150 | 150 | 1 | \$ 300.00   |
| 13   | <b>Install a Mechanical Timer Switch Separate from the Light:</b><br>1. The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor.<br>2. All work must be performed to meet local codes, electrical permit (if needed)- a copy must be submitted with the invoice for reimbursement.<br>3. Switch manufacturer, name and model number must be included with the invoice.<br><b>(Bid per one)</b> | 150 | 150 | 1 | \$ 300.00   |
| <b>Items 14-19: Furnish and Install New Kitchen Ceiling/Wall Fan/Range Hood with damper in Stick Built Dwellings and Mobile Homes.</b> |   |     |     |   |             |
| <b>Must include the following:</b>   |   |     |     |   |             |
| 1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.                                       |   |     |     |   |             |
| 2. All materials and labor to install the and vent fan through wall or ceiling.  |   |     |     |   |             |
| 3. Installing a new separate electrical circuit if needed.   |   |     |     |   |             |
| 4. Fishing the wire from an approved electrical source.  |   |     |     |   |             |
| 5. Installation must be a finished product and paint ready.  |   |     |     |   |             |
| 6. <b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice.</b>                     |   |     |     |   |             |
| 7. <b>Fan manufacturer name, and model number must be included with the invoice.</b>   |   |     |     |   |             |
| 14   | <b>Install New Kitchen Ceiling Fan in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated<br><b>(Bid per one)</b>   | 600 | 600 | 1 | \$ 1,200.00 |
| 15   | <b>Install New Kitchen Ceiling Fan in Mobile Home:</b><br>1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated<br><b>(Bid per one).</b>  | 600 | 600 | 1 | \$ 1,200.00 |

|   |  |      |      |   |             |
|---|--|------|------|---|-------------|
| 16  | <b>Install New Kitchen Wall Fan in Stick Built Dwelling:</b><br>1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br>(Bid per one)  | 600  | 550  | 1 | \$ 1,150.00 |
| 17  | <b>Install New Kitchen Wall Fan in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br>(Bid per one).   | 600  | 550  | 1 | \$ 1,150.00 |
| 18  | <b>Install New Kitchen Range Hood in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent)<br>(Bid per one).   | 500  | 400  | 1 | \$ 900.00   |
| 19  | <b>Install New Kitchen Range Hood in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent)<br>(Bid per one).  | 500  | 400  | 1 | \$ 900.00   |
| <b>Items 20-25: Remove and Replace Kitchen Ceiling/Wall Fan with Damper for Stick Built Dwellings and Mobile Homes.</b><br>Includes the following:<br>1. All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.<br>2. All materials and labor to install and vent the fan through wall or ceiling.<br>3. Installing a new separate electrical circuit if needed.<br>4. Fishing the wire from an approved electrical source.<br>5. Installation must be a finished product and paint ready.<br>6. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.<br>7. Fan manufacturer, name and model number must be included with the invoice. |  |      |      |   |             |
| 20  | <b>Remove and Replace Kitchen Ceiling Fan with Damper in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br>(Bid per one)   | 500  | 450  | 1 | \$ 950.00   |
| 21  | <b>Remove and Replace Kitchen Ceiling Fan with Damper in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br>(Bid per one)  | 500  | 450  | 1 | \$ 950.00   |
| 22  | <b>Remove and Replace Kitchen Wall Fan with Damper in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br>(Bid per one).   | 500  | 450  | 1 | \$ 950.00   |
| 23  | <b>Remove and Replace Kitchen Wall Fan with Damper in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br>(Bid per one).  | 500  | 450  | 1 | \$ 950.00   |
| 24  | <b>Remove and Replace Kitchen Range Hood with Damper in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent).<br>(Bid per one).   | 500  | 450  | 1 | \$ 950.00   |
| 25  | <b>Remove and Replace Kitchen Range Hood with Damper in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent).<br>(Bid per one).  | 500  | 450  | 1 | \$ 950.00   |
| <b>Items 26-31: Remove and Replace Existing Fuse Panel for Stick Built Dwelling/Mobile Home with Main Disconnect. Must include:</b><br>1. A ground rod and ground wire as needed to meet electrical code.<br>2. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.<br>Price shall include:<br>*All materials and labor to install the electric panel.<br>*Additions shall include a weatherhead, meter socket, entrance cable, entrance conduit and EMT if needed to pass current electrical code.  |  |      |      |   |             |
| 26  | <b>200 AMP panel in Stick Built Dwelling:</b><br>(Bid per one)   | 2000 | 2000 | 1 | \$ 4,000.00 |
| 27  | <b>200 AMP panel in Mobile Home:</b><br>(Bid per one)  | 2000 | 2000 | 1 | \$ 4,000.00 |
| 28  | <b>125 AMP panel in Stick Built Dwelling:</b><br>(Bid per one)   | 2000 | 1500 | 1 | \$ 3,500.00 |
| 29  | <b>125 AMP panel in Mobile Home:</b><br>(Bid per one)  | 2000 | 1500 | 1 | \$ 3,500.00 |
| 30  | <b>100 AMP panel in Stick Built Dwelling:</b><br>(Bid per one)   | 2000 | 1200 | 1 | \$ 3,200.00 |
| 31  | <b>100 AMP panel in Mobile Home:</b><br>(Bid per one)  | 2000 | 1200 | 1 | \$ 3,200.00 |
| 32  | <b>Remove Existing Service Entrance and Install New Service Entrance to Code. Must include:</b><br>1. Weatherhead, meter socket, entrance cable, entrance conduit, EMT, ground rod and ground wire, relocation of service entrance, (as per the utility) and other items needed to install new service entrance to current electrical code.<br>2. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.<br>3. The price shall include all materials and labor to install the service entrance.<br>(Bid per one) | 2300 | 2200 | 1 | \$ 4,500.00 |

|                          |   |     |     |   |                     |
|--------------------------|---|-----|-----|---|---------------------|
| 33                       | <p><b>Install a Dedicated Separate Circuit In an Existing Electric Panel.</b></p> <ol style="list-style-type: none"> <li>1. Circuit must be 15 amp or 20 amp and be 110 volts</li> <li>2. This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required</li> <li>3. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>4. Installation must also include: Fishing the wire from the electric panel to the new location</li> </ol> <p>(Bid per one)</p>   | 300 | 350 | 1 | \$ 650.00           |
| 34                       | <p><b>Install a Dedicated Separate Circuit In an Existing Electric Panel.</b></p> <ol style="list-style-type: none"> <li>1. Circuit must be 30 amp 240 volts</li> <li>2. This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required.</li> <li>3. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>4. Installation must also : Fishing the wire from the electric panel to the new location</li> </ol> <p>(Bid per one)</p>  | 300 | 450 | 1 | \$ 750.00           |
| 35                       | <p><b>Install to Code an Approved Junction Box with Cover to Correct an Illegal Flying Splice.</b></p> <p>(Bid per one)</p>   | 120 | 75  | 1 | \$ 195.00           |
| 36                       | <p><b>Install a Junction Box Cover on a Junction Box Where None Exists.</b></p> <p>(Bid per one)</p>  | 120 | 25  | 1 | \$ 145.00           |
| 37                       | <p><b>Inspect All Visible Knob and Tube Wiring by a Licensed Journeymen Electrical Installer</b></p> <ol style="list-style-type: none"> <li>1. Submit a report on agency supplied electrical inspection and repair service form.</li> <li>2. Identify repairs needed to insulate around the knob and tube wiring.</li> <li>3. Electrical Inspector will sign off that the knob and tube wiring is suitable to install insulation around according to the current code.</li> <li>4. Non-approved wiring shall be written up and an estimate for cost of corrections should be given to Clackamas County Weatherization Program. <ul style="list-style-type: none"> <li>- If the corrections would cost less than \$500.00 the journeyman electrician should make the corrections at the time of the knob and tube inspection.</li> <li>- If the corrections would cost more than \$500.00 the journeyman electrician should notify the Clackamas County Weatherization Office for consideration of change order.</li> </ul> </li> </ol> <p>(Bid Per One)</p> | 650 | 450 | 1 | \$ 1,100.00         |
| 38                       | <p><b>Install a Grounded Outlet Within 25' of Furnace that is Located in the Attic or Concrete Floored Basement.</b></p> <p><b>Must Include:</b></p> <ol style="list-style-type: none"> <li>1. All materials to install this item must be included in this bid price.</li> <li>2. The outlet cannot be installed on the same circuit as the furnace.</li> <li>3. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded.</li> <li>4. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>5. All work must be performed to meet local codes.</li> </ol> <p>(Bid per one).</p>   | 175 | 200 | 1 | \$ 375.00           |
| 39                       | <p><b>Install a GFCI Protected Outlet Within 25' of the Furnace that is Located in the Crawl Space or Dirt Floor Basement.</b></p> <ol style="list-style-type: none"> <li>1. All materials to install this item must be included in this bid price.</li> <li>2. The outlet cannot be installed on the same circuit as the furnace.</li> <li>3. The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded.</li> <li>4. The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>5. All work must be performed to meet local codes.</li> </ol> <p>(Bid per one).</p>   | 195 | 200 | 1 | \$ 395.00           |
| 40                       | <p><b>Diagnostic of an Electrical Problem with a write up of the Problem and Correction Stick Built/Mobile Home</b></p> <p>Complete diagnosis of electrical problem which could include breaker box, fuse box, circuits, outlets/switches, possible health and safety issues and other items identified by County staff. A written report of the problems found along with a written report of the required work to repair the problem/s must be submitted to the County. The report must include all major code violations, health and safety concerns and life threatening issues discovered during inspection.</p> <p>(Bid per One, the truck charge in Bid Item 1 does not apply)</p>   | 350 | 300 | 1 | \$ 650.00           |
| <b>Overall Bid Total</b> |   |     |     |   | <b>\$ 51,355.00</b> |
| 41                       | <p><b>Miscellaneous Materials</b></p> <p>Materials are not part of the item bid price but necessary to complete all related work. (Indicate percent (%) markup not to exceed 20%)</p>   | 20% |     | 1 | \$ 20.00            |
| 42                       | <p><b>Hourly Rate</b></p> <p>Contractor's hourly shop/rate charged to the County for performing miscellaneous work not covered in the line items.</p> <p>(Bid per hour)</p>   | 120 |     | 1 | \$ 120.00           |

**PLEASE NOTE:** You must enter prices for items 41 and 42 in order to be considered responsive. These item prices are not calculated in your bid total, but will be your contracted pricing for these items.

**PROPOSAL CERTIFICATION**

**RFP #2021-36**

Submitted by: ELECTECH LIGHTING AND ELECTRIC INC.  
(Must be entity's full legal name, and State of Formation) OREGON

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: JAMES JOHNSON Date: 5/19/2021  
 Signature: James Johnson Title: PRESIDENT  
 Email: James.electech@hotmail.com Telephone: 503-970-4072  
 Oregon Business Registry Number: 01-0854780 OR CCB # (if applicable): 168260

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| <b>PRODUCER</b><br>Hanson Insurance Group<br>350 NW Elks Dr<br>Corvallis OR 97330                        | <b>CONTACT NAME:</b> Deanna Cambern<br><b>PHONE (A/C, No, Ext):</b> 541-207-1370 <b>FAX (A/C, No):</b> 541-758-2718<br><b>E-MAIL ADDRESS:</b> deanna@hansoninsurancegroup.com   |                               |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
|--|---|-------------------------------|--|--------|--|--|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|
| <b>INSURED</b> ELECCLIG-01<br>Electech Lighting & Electric Inc<br>465 NE 181st #189<br>Portland OR 97230 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A : American Hallmark Ins Co of TX</td> <td></td> <td style="text-align: center;">43494</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A : American Hallmark Ins Co of TX |  | 43494 | INSURER B : |  |  | INSURER C : |  |  | INSURER D : |  |  | INSURER E : |  |  | INSURER F : |  |  |
| INSURER(S) AFFORDING COVERAGE  |   | NAIC #                        |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER A : American Hallmark Ins Co of TX   |   | 43494                         |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER B :  |   |                               |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER C :  |   |                               |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER D :  |   |                               |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER E :  |   |                               |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |
| INSURER F :  |   |                               |  |        |  |  |       |             |  |  |             |  |  |             |  |  |             |  |  |             |  |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 1229923418      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | 44CL467525    | 12/22/2020              | 12/22/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N     | N / A    |               |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Clackamas County is an additional insured per form MP9767 attached

**CERTIFICATE HOLDER**

**CANCELLATION**

|  |  |
|--|--|
| Clackamas County<br>2051 Kaen Road<br>Oregon City OR 97045 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> |
|--|--|

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                                    |
|--|---|------------------------------------|
| <b>PRODUCER</b><br><b>StateFarm</b><br><br>Trevor McBride<br>5920 NE Ray Circle<br>Suite 100<br>Hillsboro, OR 97124 | <b>CONTACT NAME:</b> Bella Vose-Rossi<br><b>PHONE (A/C, No, Ext):</b> 503-844-6000<br><b>E-MAIL ADDRESS:</b> bella@myhillsboroagent.com | <b>FAX (A/C, No):</b> 503-648-5800 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                                    |
| <b>INSURED</b><br>ELECTECH LIGHTING & ELECTRIC INC<br>465 NE 181ST AVE STE 189<br>PORTLAND,OR 97230-6660   | <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company<br><b>NAIC #</b> 25178   |                                    |
|  | <b>INSURER B:</b> State Farm Fire and Casualty Company<br><b>NAIC #</b> 25143   |                                    |
|  | <b>INSURER C:</b>   |                                    |
|  | <b>INSURER D:</b>   |                                    |
|  | <b>INSURER E:</b>   |                                    |
|  | <b>INSURER F:</b>   |                                    |

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD   | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS   |
|----------|--|-----------|------------|---|--|--|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:   |           |            |   |  |  | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |           |            | 373 8435-F07-37<br>373 8436-F07-37<br>373 8437-F07-37 | 06/07/2021<br>06/07/2021<br>06/07/2021 | 12/07/2021<br>12/07/2021<br>12/07/2021 | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 1,000,000<br>\$      |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED:                      RETENTION \$   |           |            | 97-CE-A310-2  | 06/07/2021                             | 06/07/2022                             | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 4,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | Y/N<br>N/A |   |  |  | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>Clackamas County<br>2051 Kaen Road<br>Oregon City, Or 97045 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent. |
|--|--|

July 29, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Contract with Energy Comfort & Construction for the  
Weatherization Major Measure and Specialty Contractors

|  |   |
|--|---|
| <b>Purpose/ Outcomes</b>               | To install weatherization major measures and related electrical, HVAC, plumbing specialty services to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and Fiscal Impact</b> | Total contract value is \$1,950,000.00  |
| <b>Funding Source</b>                  | Oregon Housing and Community Services   |
| <b>Duration</b>                        | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.  |
| <b>Previous Board Action</b>           | None  |
| <b>Strategic Plan Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities   |
| <b>Counsel Review</b>                  | July 6, 2021<br>Counsel Initials: AN  |
| <b>Procurement Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>   |
| <b>Contact Person</b>                  | Korene Mather, Weatherization Services Program Manager<br>971-806-7413  |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

*Healthy Families. Strong Communities.*

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

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

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Energy Comfort & Construction, LLC for the Weatherization Major Measure and Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #4232**

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 Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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 amount of consideration that may be paid by County under this Contract shall not exceed \$1,050,000.00 for Weatherization Major Measure Installation and \$900,000.00 for Weatherization Specialty Services with a maximum contract total not to exceed **one million nine hundred fifty thousand dollars (\$1,950,000.00)**. 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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

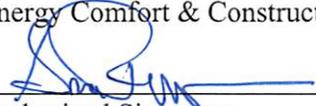
federal appropriated funds to influence various government officials in making certain federal awards, using the "Certification Regarding Lobbying" form, and (ii) the "Disclosure of Lobbying Activities Form", if it uses or has agreed to use funds other than federal appropriated funds for this purpose; (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.

**Section 41. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Section 42. Further Assurances.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

**Section 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Energy Comfort & Construction, LLC  
  
Authorized Signature                      6/28/21  
Date

Graciela Pepelaskov, Owner  
Name / Title Printed

160327  
CCB License Number

218081-91  
Oregon Business Registry Number

DLLC/Oregon  
Entity Type / State of Formation

Clackamas County  
\_\_\_\_\_  
Chair

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

Approved as to from.

  
\_\_\_\_\_  
County Counsel                      06/30/2021



## 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 Repelaskov, Owner

Signature:  
[Handwritten Signature]

Date:  
6/28/21

**Request for Proposals #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARTHA SCHRADER, Commissioner**  
**MARK SHULL, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Ryan Rice**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:**       **May 20, 2021**

**TIME:**       **2:00 PM, Pacific Time**

**PLACE:**      **[Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

## SCHEDULE

|  |   |
|--|---|
| Request for Proposals Issued.....                | April 22, 2021                          |
| Protest of Specifications Deadline.....          | April 29, 2021, 5:00 PM, Pacific Time   |
| Deadline to Submit Clarifying Questions.....     | May 13, 2021, 5:00 PM, Pacific Time     |
| Request for Proposals Closing Date and Time..... | May 20, 2021, 2:00 PM, Pacific Time     |
| Deadline to Submit Protest of Award.....         | Seven (7) days from the Intent to Award |

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## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

### Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### **3.2.1. SPECIAL CONSIDERATIONS**

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
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. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. 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.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf> ) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 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. 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;
- iii. 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.

Contractors 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

### **3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 work, hazard statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

#### **3.4.4.1. Licensing/Endorsements/Disqualification**

##### **Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 EVALUATION CRITERIA**

| <u>Category</u>   | <u>Points available:</u> |
|---|--------------------------|
| Proposer’s General Background and Qualifications (Attachment A) | 0-40                     |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                     |
| <b>Total available points</b>                                   | <b>0-100</b>             |

**\*\*Applicants may submit price sheets for multiple specialties, if applicable.**

**4.3 SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**

**Energy Comfort & Construction, LLC**  
**15635 SE 114<sup>th</sup> Ave., Ste. 110**  
**Clackamas, OR 97015**  
**503-657-3434**  
**info@ecc-llc.com**

## **ATTACHMENT A**

### **Weatherization Major Measure and Specialty Contractor Proposal Template**

*Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.*

#### **1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.**

Energy Comfort & Construction, LLC (“EC&C”) is offering weatherization, HVAC, plumbing and electrical services to Clackamas County. EC&C has been successfully in business since June, 2004. We have over 17+ years of experience doing full-service weatherization work, primarily working with County and CAP agencies. We are a full-service weatherization company providing services such as insulation, EPDM roofs, replacement of windows/doors, ducts and air sealing, bath fan and kitchen fan replacements, as well as other services to make homes more energy efficient. For over 17+ years, EC&C also has been performing plumbing, HVAC and electrical services, such as replacing water heaters, fixing water leaks, replacing toilets and installing furnaces, heat pumps and ductless mini splits and replacement for various county and CAP agencies. For several years, EC&C has also worked with Energy Trust of Oregon performing duct and air sealing services to manufactured homes in the Portland Metro area.

#### **2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

As a woman owned and veteran owned company, we understand the importance of diversity and inclusion practices. EC&C follows all Federal and State laws regarding not discriminating against applicants, employees and/or subcontractors on the basis of race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin or any other protected class. EC&C offers its employees 100% employer paid health insurance with a low deductible, two weeks paid time off (more depending on longevity with the company), all major holidays paid, and 401k with a 4% employer match (100% employee vested immediately). EC&C has several multilingual employees who speak Spanish, Russian and/or Ukrainian. EC&C holds employee meetings regularly and encourages all of its employees to voice their concerns, opinion and/or suggestions, and what improvements/changes can be made. EC&C has an in-house “convenience store” wherein employees can purchase snacks and lunches at cost (with no added markup) so that they can have quick access to food should they need it. EC&C’s goal is to make sure everyone feels they are a valuable part of the team.

#### **3. Provide a description of your business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).**

EC&C is a full-service weatherization company that has over 17+ years of experience performing all aspects of weatherization measures (including EPDM roofing and

windows/doors), plumbing, HVAC and electrical services. Since 2004, we have been working primarily with various county and CAP agencies throughout Oregon and Southwest Washington performing full weatherization measures work, including HVAC, plumbing, and electrical services. Our employees are up-to-date with all code requirements and are familiar with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards. Our employees receive regular training and maintain all required certifications and licensing.

**4. List any applicable certifications and/or trainings.**

1. Professional mechanical engineer
2. Building Analyst Professional (Building Performance Institute)
3. Heating Professional (Building Performance Institute)
4. EPA HVAC Technician Universal
5. Energy Star NW Verifier Training
6. PTCS Certification for Duct Sealing
7. Renovators – LRRP – Certificates
8. In Progress Combustion Safety Certificates
9. State of Oregon LHR-LTD PB – Plumbing Contractor
10. State of Oregon LMS-Maint Spec Contractor
11. State of Oregon LHR-LTD Maint Contractor HVAC/R
12. Nate Gas Furnace – Service Technician Certificate

**5. Identify key individuals that would be assigned to this project and list their credentials/experience.**

Michael Pepelaskov, owner, will be the point contact for Clackamas County projects. He has over 25+ years of business experience. He is a professional mechanical engineer and holds several certifications/training related to weatherization, plumbing and HVAC. He has been doing full-service weatherization work for over 20 years and has been working with County and CAP agencies doing full-service weatherization, HVAC, plumbing and electrical work for them. Grace Pepelaskov, owner, has over 25+ years of office administration and project coordination/management. Two of our crew leads, Serge D. and Sergio R., each have over 15+ years of weatherization/construction experience. They both have extensive experience dealing with auditors and customers in the weatherization field. Our crew leads are familiar with the current Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards and related codes. Our weatherization installers all have over 3+ or more of weatherization experience. All of our crew leads and most of our installers have LRRP renovator certificates, are PTCS duct sealing certified and have in progress combustion safety certificates.

**6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.**

Within the past five years, EC&C has performed full-service weatherization measure services for Clackamas County weatherization, Multnomah County weatherization, Mid-Columbia Community Action, NeighborImpact and Lower Columbia Action Council. EC&C has also provided HVAC and plumbing services to Multnomah County Weatherization and Mid-Columbia Community Action during the last five years. EC&C has also worked with Energy Trust of Oregon performing Air and Duct Sealing Services to manufactured homes.

**Energy Comfort & Construction LLC**  
 15635 SE 114th Ave., Ste. 110  
 Clackamas, OR 97015  
 CCB# 160327

|   |   |
|---|---|
| Oregon CCB Number   | 160327  |
| SAM.GOV Registration/DUNS Number  | 701G8/799068395   |
| CCB Lead-Based Paint Renovation Contractors License Number  | LBPR160327  |
| Lead Renovation Repair and Painting Program Employee Certifications   | RR-129175-19-00135, 00136, 00137  |
| Employer Identification Number  | 1220691-7   |
| <b>References:</b><br>Provide three (3) references for clients your firm has served in the past three (3) years | <b>One client that has engaged the firm in the past 36 months:</b><br>Name: Glenn Thornton, Wx Program Manager<br>Address: Mid Columbia Community Action<br>312 E 4th St., The Dalles, OR 97058<br>Email: G.Thornton@mcccac.com<br>Telephone: 541-248-5131 ext. 302 |
|   | <b>One long-term client:</b> Christina Kenney, Program Supervisor<br>Name: Multnomah County Weatherization<br>Address: 209 SW 4th Ave, Ste. 209, Portland, OR 97209<br>Email: Christina.L.Kenney@multco.us<br>Telephone: 503-988-6139                               |
|   | <b>One other client:</b> Eric Falk, Account Manager<br>Name: Energy Trust of Oregon / ClearResult<br>Address: 100 SW Main, #1500, Portland, OR 97204<br>Email: Eric.Falk@clearresult.com<br>Telephone: 541-954-8412   |

Provide other relevant information, if any.

Attachment B

Single Family Weatherization Major Measure Price List

Vendor Name: Energy Comfort & Construction, LLC

| Item # | Qty. | MEASURE DESCRIPTION - ASHRAE  | Labor             | Material          | Total              |
|--------|------|---|-------------------|-------------------|--------------------|
| 1      | Ea.  | Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone     | 600 <sup>00</sup> | 550 <sup>00</sup> | 1150 <sup>00</sup> |
| 2      | Ea.  | Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant     | 650 <sup>00</sup> | 600 <sup>00</sup> | 1250 <sup>00</sup> |
| 3      | Ea.  | Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone | 600               | 550 <sup>00</sup> | 1150 <sup>00</sup> |
| 4      | Ea.  | Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant        | 650 <sup>00</sup> | 600 <sup>00</sup> | 1250 <sup>00</sup> |
| 5      | Ea.  | Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones                      | 650 <sup>00</sup> | 600 <sup>00</sup> | 1250 <sup>00</sup> |
| 6      | Ea.  | Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail  | 700 <sup>00</sup> | 600 <sup>00</sup> | 1300 <sup>00</sup> |
| 7      | Ea.  | Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper   | 650 <sup>00</sup> | 600 <sup>00</sup> | 1250 <sup>00</sup> |
| 8      | LF   | Vent existing bathroom exhaust fan using 4" to 6" vent pipe   | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>   |
| 9      | LF   | Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe   | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>   |
| 10     | LF   | Vent existing kitchen range hood using 5" to 8" vent pipe   | 50 <sup>00</sup>  | 10 <sup>00</sup>  | 60 <sup>00</sup>   |
| 11     | LF   | Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe   | 50 <sup>00</sup>  | 10 <sup>00</sup>  | 60 <sup>00</sup>   |
| 12     | LF   | Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe   | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>   |
| 13     | Ea.  | Install new exterior metal wall hood to existing bathroom exhaust vent  | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup>  |
| 14     | Ea.  | Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)  | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup>  |
| 15     | Ea.  | Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch  | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup>  |
| 16     | Ea.  | Install Humidistat timer switch with multi humidity settings  | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup>  |
| 17     | Ea.  | Install bathroom exhaust fan mechanical switch – push button or wind up   | 100 <sup>00</sup> | 50 <sup>00</sup>  | 150 <sup>00</sup>  |
| 18     | Ea.  | Install pig tail for kitchen range hood   | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup>  |

|               |                   |  |                   |                   |                   |
|---------------|-------------------|--|-------------------|-------------------|-------------------|
| 19            | Ea.               | Install New pig-tail with j-box to kitchen range hood  | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup> |
| 20            | Per<br>100<br>CFM | ASHRAE air sealing-when not assigned to major measure  | 75 <sup>00</sup>  | 25 <sup>00</sup>  | 100 <sup>00</sup> |
| 21            | LF                | Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.                               | 40 <sup>00</sup>  | 5 <sup>00</sup>   | 45 <sup>00</sup>  |
| 22            | Ea.               | Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style. | 40 <sup>00</sup>  | 15 <sup>00</sup>  | 55 <sup>00</sup>  |
| 23            | Ea.               | Install new metal R-49 roof vent   | 75 <sup>00</sup>  | 25 <sup>00</sup>  | 100 <sup>00</sup> |
| 24            | Ea.               | Remove and replace existing roof vent with new metal R-49  | 40 <sup>00</sup>  | 25 <sup>00</sup>  | 65 <sup>00</sup>  |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – PRESSURE BALANCING</b>  | <b>Labor</b>      | <b>Material</b>   | <b>Total</b>      |
| 25            | Hourly            | Pressure balancing   | 75 <sup>00</sup>  | 10 <sup>00</sup>  | 85 <sup>00</sup>  |
| 26            | Ea.               | Undercut door (up to 2")   | 75 <sup>00</sup>  | 20 <sup>00</sup>  | 95 <sup>00</sup>  |
| 27            | Ea.               | Furnish and Install by-pass grill to door min 16"x 8"  | 150 <sup>00</sup> | 50 <sup>00</sup>  | 200 <sup>00</sup> |
| 28            | Ea.               | Install by-pass grill 16"x 4" – 16"x 8" in wall  | 190 <sup>00</sup> | 50 <sup>00</sup>  | 240 <sup>00</sup> |
| 29            | Ea.               | Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.                                       | 270 <sup>00</sup> | 150 <sup>00</sup> | 420 <sup>00</sup> |
| 30            | Ea.               | Add inline damper to existing exhaust fan 4" to 7"   | 120 <sup>00</sup> | 50 <sup>00</sup>  | 170 <sup>00</sup> |
| 31            | Ea.               | Install inline damper to kitchen fan or range hood.  | 150 <sup>00</sup> | 50 <sup>00</sup>  | 200 <sup>00</sup> |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – HEALTH &amp; SAFETY</b>   | <b>Labor</b>      | <b>Material</b>   | <b>Total</b>      |
| 32            | Hour              | Lead safe Weatherization   | 95 <sup>00</sup>  | 20 <sup>00</sup>  | 115 <sup>00</sup> |
| 33            | Project           | Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.                 | 500 <sup>00</sup> | 100 <sup>00</sup> | 600 <sup>00</sup> |
| 34            | Ea.               | Install critical barrier over confirmed/presumed asbestos duct bands   | 100 <sup>00</sup> | 40 <sup>00</sup>  | 140 <sup>00</sup> |
| 35            | LF.               | Install combustion air vent to air tight wood stove or pellet stove  | 40 <sup>00</sup>  | 15 <sup>00</sup>  | 55 <sup>00</sup>  |
| 36            | LF.               | Install combustion air for non-air tight combustion appliance to the outdoors  | 40 <sup>00</sup>  | 20 <sup>00</sup>  | 60 <sup>00</sup>  |
| 37            | Ea.               | Install fresh air 80 or 100  | 160 <sup>00</sup> | 120 <sup>00</sup> | 280 <sup>00</sup> |
| 38            | Sq.Ft.            | Install new 6-mil ground cover (if no floor insulation called for)   | .45               | .25               | 0.70              |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – AIR INFILTRATION</b>  | <b>Labor</b>      | <b>Material</b>   | <b>Total</b>      |

|    |         |   |                   |                  |                   |
|----|---------|---|-------------------|------------------|-------------------|
| 39 | 100 cfm | Blower door directed air sealing - per 100 cfm reduction.   | 95 <sup>00</sup>  | 25 <sup>00</sup> | 120 <sup>00</sup> |
| 40 | Sq.Ft.  | Air sealing with 2 part foam system   | 25 <sup>00</sup>  | 30 <sup>00</sup> | 55 <sup>00</sup>  |
| 41 | Sq.Ft.  | Sheetrock patching  | 25 <sup>00</sup>  | 15 <sup>00</sup> | 40 <sup>00</sup>  |
| 42 | Sq.Ft.  | Chimney chase way/s if opening is over 2 sq.ft.   | 55 <sup>00</sup>  | 25 <sup>00</sup> | 80 <sup>00</sup>  |
| 43 | Ea.     | Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft. | 120 <sup>00</sup> | 40 <sup>00</sup> | 160 <sup>00</sup> |
| 44 | Sq.Ft.  | Remove and replace existing broken single pane glass from a <u>wood sash</u>                            | 20 <sup>00</sup>  | 20 <sup>00</sup> | 40 <sup>00</sup>  |
| 45 | Sq.Ft.  | Remove and replace existing broken glass in <u>aluminum sash</u>  | 20 <sup>00</sup>  | 20 <sup>00</sup> | 40 <sup>00</sup>  |
| 46 | Sq.Ft.  | Remove and replace existing broken IGU  | 20 <sup>00</sup>  | 20 <sup>00</sup> | 40 <sup>00</sup>  |
| 47 | LF      | Remove and replace glazing compound   | 5 <sup>00</sup>   | 5 <sup>00</sup>  | 10 <sup>00</sup>  |
| 48 | Ea.     | Install door weatherstrip kit   | 110 <sup>00</sup> | 59 <sup>00</sup> | 169 <sup>00</sup> |
| 49 | Ea.     | Install new snap bead vinyl weatherstrip  | 70 <sup>00</sup>  | 39 <sup>00</sup> | 109 <sup>00</sup> |
| 50 | Ea.     | Install new door threshold up to 48"  | 79 <sup>00</sup>  | 39 <sup>00</sup> | 118 <sup>00</sup> |
| 51 | Ea.     | Install new door shoe up to 48"   | 79 <sup>00</sup>  | 39 <sup>00</sup> | 118 <sup>00</sup> |
| 52 | Ea.     | Install new door sweep up to 48"  | 79 <sup>00</sup>  | 39 <sup>00</sup> | 118 <sup>00</sup> |
| 53 | Ea.     | Adjust existing door  | 59 <sup>00</sup>  | 10 <sup>00</sup> | 69 <sup>00</sup>  |
| 54 | LF.     | Block and seal knee-wall rakes  | 40 <sup>00</sup>  | 13 <sup>00</sup> | 53 <sup>00</sup>  |
| 55 | LF.     | Block and seal basement Rim joists  | 40 <sup>00</sup>  | 13 <sup>00</sup> | 53 <sup>00</sup>  |
| 56 | LF.     | Block and seal tops and bottoms of balloon framed walls   | 40 <sup>00</sup>  | 13 <sup>00</sup> | 53 <sup>00</sup>  |
| 57 | Ea.     | All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box                         | 110 <sup>00</sup> | 25 <sup>00</sup> | 135 <sup>00</sup> |
| 58 | Ea.     | Heat producing fixtures (when not insulating attic)   | 50 <sup>00</sup>  | 10 <sup>00</sup> | 60 <sup>00</sup>  |
| 59 | Ea.     | Remove non IC rated recessed lights and replace with new IC rated unit                                  | 139 <sup>00</sup> | 60 <sup>00</sup> | 199 <sup>00</sup> |
| 60 | Sq.Ft.  | Floor patch repair and seal   | 79 <sup>00</sup>  | 30 <sup>00</sup> | 109 <sup>00</sup> |
| 61 | Ea.     | Replace attic access (when not insulating)  | 110 <sup>00</sup> | 30 <sup>00</sup> | 140 <sup>00</sup> |
| 62 | Ea.     | Weatherstrip interior attic access (when not insulating)  | 40 <sup>00</sup>  | 10 <sup>00</sup> | 50 <sup>00</sup>  |

|               |            |  |                   |                   |                   |
|---------------|------------|--|-------------------|-------------------|-------------------|
| 63            | Ea.        | Repair and weatherstrip interior attic access (when not insulating)                    | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>  |
| 64            | Ea.        | Install thermal, air tight attic pull down enclosure                                   | 320 <sup>00</sup> | 240 <sup>00</sup> | 560 <sup>00</sup> |
| 65            | Ea.        | Replace existing crawlspace access (when not insulating)                               | 80 <sup>00</sup>  | 50 <sup>00</sup>  | 130 <sup>00</sup> |
| 66            | Ea.        | Weatherstrip interior floor access (when not insulating)                               | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>  |
| 67            | Ea.        | Repair and weatherstrip interior floor access (when not insulating)                    | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>  |
| 68            | Ea.        | Weatherstrip interior knee-wall access door (when not insulating)                      | 60 <sup>00</sup>  | 20 <sup>00</sup>  | 80 <sup>00</sup>  |
| 69            | Ea.        | Build knee-wall access door and weatherstrip   | 120 <sup>00</sup> | 80 <sup>00</sup>  | 200 <sup>00</sup> |
| 70            | Ea.        | Cut in temporary access and seal upon completion                                       | 60 <sup>00</sup>  | 30 <sup>00</sup>  | 90 <sup>00</sup>  |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – CEILING INSULATION</b>  | <b>Labor</b>      | <b>Material</b>   | <b>Total</b>      |
| 71            | Sq.Ft.     | Install R-19 blown in fiberglass insulation  | 1.50              | 1.75              | 3.25              |
| 72            | Sq.Ft.     | Install R-27 blown in fiberglass insulation  | 1.50              | 1.95              | 3.45              |
| 73            | Sq.Ft.     | Install R-38 blown in fiberglass insulation  | 1.50              | 2.30              | 3.80              |
| 74            | Sq.Ft.     | Install R-49 blown in fiberglass insulation  | 1.50              | 2.50              | 4.00              |
| 75            | Sq.Ft.     | Low clearance attic space. Labor only  | 1.00              | \                 | 1.00              |
| 76            | Sq.Ft.     | Floored attic areas – Labor only   | 2.95              | \                 | 2.95              |
| 77            | Ea.        | Cut in and install new attic access approx. 20"x30"                                    | 120 <sup>00</sup> | 60 <sup>00</sup>  | 180 <sup>00</sup> |
| 78            | Ea.        | Seal off existing attic access and install new approx. 20"x30"                         | 200 <sup>00</sup> | 60 <sup>00</sup>  | 260 <sup>00</sup> |
| 79            | LF         | Install 1/2" minimum plywood damming   | 20 <sup>00</sup>  | 20 <sup>00</sup>  | 40 <sup>00</sup>  |
| 80            | LF         | Install fiberglass damming   | 20 <sup>00</sup>  | 10 <sup>00</sup>  | 30 <sup>00</sup>  |
| 81            | Ea.        | Install Electrical Junction boxes to enclose flying splices                            | 40 <sup>00</sup>  | 10 <sup>00</sup>  | 50 <sup>00</sup>  |
| 82            | Sq.Ft.     | Dam knob and tube wiring   | 20 <sup>00</sup>  | 10 <sup>00</sup>  | 30 <sup>00</sup>  |
| 83            | Ea.        | Install baffle to low venting  | 30 <sup>00</sup>  | 10 <sup>00</sup>  | 40 <sup>00</sup>  |
| 84            | Ea.        | Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent | 25 <sup>00</sup>  | 20 <sup>00</sup>  | 45 <sup>00</sup>  |
| 85            | Ea.        | Install soffit vent 4"x16", 6"x 16" or 8"x16"  | 25 <sup>00</sup>  | 20 <sup>00</sup>  | 45 <sup>00</sup>  |

|               |            |  |                   |                   |                   |
|---------------|------------|--|-------------------|-------------------|-------------------|
| 86            | Ea.        | Install gable vent 8"x12", 8"x16" or 12"x12"                                 | 90 <sup>00</sup>  | 90 <sup>00</sup>  | 180 <sup>00</sup> |
| 87            | Ea.        | Install large gable vent 12"x18", 14"x24" or 18"x24"                         | 120 <sup>00</sup> | 120 <sup>00</sup> | 240 <sup>00</sup> |
| 88            | Ea.        | Install extra-large gable vent 24"x30"                                       | 120 <sup>00</sup> | 150 <sup>00</sup> | 270 <sup>00</sup> |
| 89            | Ea.        | Install metal roof vent R-50 (Only Metal vents are acceptable).              | 60 <sup>00</sup>  | 40 <sup>00</sup>  | 100 <sup>00</sup> |
| 90            | Ea.        | Install metal roof vent R-49 (Only Metal vents are acceptable).              | 60 <sup>00</sup>  | 40 <sup>00</sup>  | 100 <sup>00</sup> |
| 91            | Ea.        | Install roof vent R-92   | 60 <sup>00</sup>  | 30 <sup>00</sup>  | 90 <sup>00</sup>  |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b>      | <b>Material</b>   | <b>Total</b>      |
| 92            | LF         | Install Water Pipe Insulation (when not insulating)                          | 3.00              | 2.00              | 5.00              |
| 93            | Sq.Ft.     | Twine existing floor insulation (when not insulating)                        | 1.00              | 0.50              | 1.50              |
| 94            | Ea.        | Install new metal 6"x16" or 8"x16" foundation vents                          | 45 <sup>00</sup>  | 25 <sup>00</sup>  | 70 <sup>00</sup>  |
| 95            | Ea.        | Remove existing and install new 6"x16" or 8"x16" foundation vents.           | 45 <sup>00</sup>  | 25 <sup>00</sup>  | 70 <sup>00</sup>  |
| 96            | Ea.        | Rescreen existing damaged foundation vents                                   | 30 <sup>00</sup>  | 20 <sup>00</sup>  | 50 <sup>00</sup>  |
| 97            | Sq.Ft.     | Removal and proper disposal of existing insulation                           | 1.00              | 0.25              | 1.25              |
| 98            | Sq.Ft.     | Labor only- to install floor insulation on irregular joist spacing           | 0.50              | 0.25              | 0.75              |
| 99            | Sq.Ft.     | Labor only- to install floor insulation where clearance is less than 18"     | 0.60              | —                 | 0.60              |
| 100           | Sq.Ft.     | Install permeable air barrier  | 0.50              | 0.40              | 0.90              |
| 101           | Ea.        | Seal off existing interior crawlspace access and install new approx. 20"x30" | 70 <sup>00</sup>  | 50 <sup>00</sup>  | 120 <sup>00</sup> |
| 102           | Ea.        | Cut in and install new interior crawlspace access approx. 20"x30"            | 70 <sup>00</sup>  | 50 <sup>00</sup>  | 120 <sup>00</sup> |
| 103           | Ea.        | Seal off existing exterior crawlspace access and install new approx. 20"x30" | 70 <sup>00</sup>  | 50 <sup>00</sup>  | 120 <sup>00</sup> |
| 104           | Ea.        | Cut in and install new exterior crawlspace access approx. 20"x30"            | 70 <sup>00</sup>  | 50 <sup>00</sup>  | 120 <sup>00</sup> |
| 105           | Sq.Ft.     | Install R-11 unfaced fiberglass batt insulation to existing insulation       | 2.50              | 1.50              | 4.00              |
| 106           | Sq.Ft.     | Install R-15 faced fiberglass batt insulation                                | 2.00              | 1.75              | 3.75              |
| 107           | Sq.Ft.     | Install R-25 faced fiberglass batt insulation                                | 2.00              | 2.00              | 4.00              |
| 108           | Sq.Ft.     | Install R-30 faced fiberglass batt insulation                                | 2.00              | 2.25              | 4.25              |

|               |            |   |                  |                  |                  |
|---------------|------------|---|------------------|------------------|------------------|
| 109           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house. | 2.50             | 3.00             | 5.50             |
| 110           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house. | 2.50             | 3.50             | 6.00             |
| 111           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"                                 | 2.00             | 3.00             | 5.00             |
| 112           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"                                | 2.25             | 3.75             | 6.00             |
| 113           | Sq.Ft.     | Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood                       | 15 <sup>00</sup> | 20 <sup>00</sup> | 35 <sup>00</sup> |
| 114           | Sq.Ft.     | Block and blow up to R-30 closed bump-out   | 15 <sup>00</sup> | 10 <sup>00</sup> | 25 <sup>00</sup> |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS</b>  | <b>Labor</b>     | <b>Materials</b> | <b>Total</b>     |
| 115           | LF.        | Install insulation blocks; rim joist/rakes/knee wall/pony wall  | 40 <sup>00</sup> | 13 <sup>00</sup> | 53 <sup>00</sup> |
| 116           | Sq.Ft.     | Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall                                   | 2.50             | 1.50             | 4.00             |
| 117           | Sq.Ft.     | Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation                                 | 2.50             | 2.00             | 4.50             |
| 118           | Sq.Ft.     | Install Tyvek/FSK or equivalent   | 2.00             | 1.00             | 3.00             |
| 119           | Sq.Ft.     | Twine only (when not insulating)  | 1.00             | 0.50             | 1.50             |
| 120           | Sq.Ft.     | Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity                               | 3.50             | 2.50             | 6.00             |
| 121           | Sq.Ft.     | Install high density R-13 cellulose insulation in 2"x4" framed cavity                                       | 3.50             | 2.50             | 6.00             |
| 122           | Sq.Ft.     | Install high density R-25 cellulose insulation in 2"x6" framed cavity                                       | 3.50             | 3.00             | 6.50             |
| 123           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x4" framed cavity                                    | 3.50             | 2.00             | 5.50             |
| 124           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x6" framed cavity                                    | 3.50             | 2.50             | 6.00             |
| 125           | Sq.Ft.     | Install high density cellulose insulation in 2"x4" in cavity with existing insulation                       | 3.50             | 2.00             | 5.50             |
| 126           | Sq.Ft.     | Install high density cellulose insulation in 2"x6" in cavity with existing insulation                       | 3.50             | 2.50             | 6.00             |
| 127           | Sq.Ft.     | Install high density R-13 fiberglass insulation in 2"x4" framed cavity                                      | 3.50             | 2.50             | 6.00             |
| 128           | LF.        | Labor only - Remove and replace shake siding  | 0.75             | -                | 0.75             |
| 129           | LF.        | Labor only - Remove and replace wood siding   | 0.75             | -                | 0.75             |
| 130           | LF.        | Labor only - Remove and replace vinyl siding  | 0.75             | -                | 0.75             |
| 131           | LF.        | Labor only - Remove and replace aluminum/metal siding   | 1.00             | -                | 1.00             |
| 132           | LF.        | Labor only - Remove and replace asphalt siding  | 2.00             | 1.00             | 3.00             |

|               |            |   |                   |                   |                   |
|---------------|------------|---|-------------------|-------------------|-------------------|
| 133           | LF.        | Labor only - Drill wood siding that cannot be removed   | 1.00              | 0.50              | 1.50              |
| 134           | LF.        | Labor only - Drill stucco siding  | 2.00              | 1.00              | 3.00              |
| 135           | LF.        | Labor only - Drill interior walls   | 2.00              | 0.50              | 2.50              |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b>      | <b>Materials</b>  | <b>Total</b>      |
| 136           | Ea.        | Remove existing door and Install new 6 panel min R-7 door dual bored                          | 550 <sup>00</sup> | 399 <sup>00</sup> | 949 <sup>00</sup> |
| 137           | Ea.        | Install new keyed alike lockset and dead bolt   | 60 <sup>00</sup>  | 69 <sup>00</sup>  | 129 <sup>00</sup> |
| 138           | Ea.        | Install peephole  | 40 <sup>00</sup>  | 29 <sup>00</sup>  | 69 <sup>00</sup>  |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION</b>                               | <b>Labor</b>      | <b>Material</b>   | <b>Total</b>      |
| 139           | Per system | Duct seal entire heating supply and cold air return system                                    | 700 <sup>00</sup> | 100 <sup>00</sup> | 800 <sup>00</sup> |
| 140           | Ea.        | Seal all supply and return boots at registers - when not sealing entire system                | 500 <sup>00</sup> | 60 <sup>00</sup>  | 560 <sup>00</sup> |
| 141           | Both       | Seal supply and return plenum in garage - when not sealing entire system                      | 200 <sup>00</sup> | 40 <sup>00</sup>  | 240 <sup>00</sup> |
| 142           | Ea.        | Seal supply/return plenum in crawlspace - when not sealing entire system                      | 250 <sup>00</sup> | 40 <sup>00</sup>  | 290 <sup>00</sup> |
| 143           | Ea.        | Seal supply/return plenum in attic - when not sealing entire system                           | 250 <sup>00</sup> | 40 <sup>00</sup>  | 290 <sup>00</sup> |
| 144           | Ea.        | Seal bare metal/connections on flex duct  | 70 <sup>00</sup>  | 10 <sup>00</sup>  | 80 <sup>00</sup>  |
| 145           | Sq.Ft.     | Insulate ducts using R-11 vinyl wrap insulation   | 8.00              | 3.00              | 11.00             |
| 146           | Sq.Ft.     | Insulate ducts using R-19 vinyl wrap insulation   | 8.00              | 4.00              | 12.00             |
| 147           | Sq.Ft.     | Insulate supply/return plenum in garage R-11 vinyl wrap insulation                            | 12.00             | 3.00              | 15.00             |
| 148           | Sq.Ft.     | Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation                        | 18.00             | 3.00              | 21.00             |
| 149           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-11   | 40.00             | 10 <sup>00</sup>  | 50.00             |
| 150           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-19   | 40.00             | 12 <sup>00</sup>  | 52.00             |
| 151           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation | 10 <sup>00</sup>  | 3 <sup>00</sup>   | 13 <sup>00</sup>  |
| 152           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation | 12 <sup>00</sup>  | 4 <sup>00</sup>   | 16 <sup>00</sup>  |
| 153           | LF.        | Add ducting to existing system and seal – to include boots 6", 7" or 8"                       | 10 <sup>00</sup>  | 10 <sup>00</sup>  | 20 <sup>00</sup>  |
| 154           | LF.        | Add ducting to existing system and seal – to include boots 10", 12" or 14"                    | 10 <sup>00</sup>  | 15 <sup>00</sup>  | 25 <sup>00</sup>  |
| 155           | LF.        | Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"    | 12 <sup>00</sup>  | 10 <sup>00</sup>  | 22 <sup>00</sup>  |

|     |     |   |                   |                   |                   |
|-----|-----|---|-------------------|-------------------|-------------------|
| 156 | LF. | Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14" | 14 <sup>00</sup>  | 15 <sup>00</sup>  | 29 <sup>00</sup>  |
| 157 | Ea. | Shorten existing flex duct run  | 90 <sup>00</sup>  | 20 <sup>00</sup>  | 110 <sup>00</sup> |
| 158 | Ea. | Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"      | 150 <sup>00</sup> | 100 <sup>00</sup> | 250 <sup>00</sup> |
| 159 | Ea. | Expose floored over register boots and install new floor register                             | 120 <sup>00</sup> | 50 <sup>00</sup>  | 170 <sup>00</sup> |
| 160 | Ea. | Install metal supply register   | 15 <sup>00</sup>  | 25 <sup>00</sup>  | 40 <sup>00</sup>  |

**MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES**

| Item # | Qty         | MEASURE DESCRIPTION – AIR INFILTRATION   | Labor             | Materials        | Total             |
|--------|-------------|--|-------------------|------------------|-------------------|
| 161    | Per 100 CFM | Blower door directed air sealing - price per 100 cfm reduction.                                      | 95 <sup>00</sup>  | 25 <sup>00</sup> | 120 <sup>00</sup> |
| 162    | Sq.Ft.      | Air sealing with 2 part foam system  | 25 <sup>00</sup>  | 30 <sup>00</sup> | 55 <sup>00</sup>  |
| 163    | Sq.Ft.      | Sheetrock patching   | 25 <sup>00</sup>  | 15 <sup>00</sup> | 40 <sup>00</sup>  |
| 164    | Ea.         | Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft. | 100 <sup>00</sup> | 40 <sup>00</sup> | 140 <sup>00</sup> |
| 165    | Sq.Ft.      | Replace broken single pane glass   | 20 <sup>00</sup>  | 20 <sup>00</sup> | 40 <sup>00</sup>  |
| 166    | Sq.Ft.      | Replace broken IGU   | 20 <sup>00</sup>  | 20 <sup>00</sup> | 40 <sup>00</sup>  |
| 167    | Ea.         | Install door weatherstrip kit  | 110 <sup>00</sup> | 59 <sup>00</sup> | 169 <sup>00</sup> |
| 168    | Ea.         | Install new snap bead vinyl weatherstrip   | 70 <sup>00</sup>  | 39 <sup>00</sup> | 109 <sup>00</sup> |
| 169    | Ea.         | Install foam weatherstrip tape   | 80 <sup>00</sup>  | 20 <sup>00</sup> | 100 <sup>00</sup> |
| 170    | Ea.         | Install new door threshold and door shoe   | 89 <sup>00</sup>  | 89 <sup>00</sup> | 178 <sup>00</sup> |
| 171    | Ea.         | Install new door sweep   | 79 <sup>00</sup>  | 39 <sup>00</sup> | 118 <sup>00</sup> |
| 172    | Ea.         | Adjust existing door   | 59 <sup>00</sup>  | 10 <sup>00</sup> | 69 <sup>00</sup>  |
| 173    | Ea.         | Remove non IC rated recessed lights and replace with new IC rated unit                               | 139 <sup>00</sup> | 60 <sup>00</sup> | 199 <sup>00</sup> |
| 174    | Sq.Ft.      | Repair and seal floor patch (when insulation is not installed)                                       | 79 <sup>00</sup>  | 30 <sup>00</sup> | 109 <sup>00</sup> |
| 175    | Ea.         | Eliminate blend air duct from furnace  | 59 <sup>00</sup>  | 49 <sup>00</sup> | 108 <sup>00</sup> |
| Item # | Qty         | MEASURE DESCRIPTION – ROOF/CAVITY  | Labor             | Materials        | Total             |
| 176    | Sq.Ft.      | Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed                           | 1.00              | 1.00             | 2.00              |
| 177    | Sq.Ft.      | Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed                          | 1.00              | 1.50             | 2.50              |

|               |            |  |                  |                  |                  |
|---------------|------------|--|------------------|------------------|------------------|
| 178           | Sq.Ft.     | Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38      | 6 <sup>00</sup>  | 4 <sup>00</sup>  | 10 <sup>00</sup> |
| 179           | Sq.Ft.     | Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30    | 6 <sup>00</sup>  | 5,50             | 11,50            |
| 180           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30 | 6,00             | 6 <sup>00</sup>  | 12 <sup>00</sup> |
| 181           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation                  | 6 <sup>00</sup>  | 5 <sup>00</sup>  | 11 <sup>00</sup> |
| 182           | Sq.Ft.     | Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation          | 6 <sup>00</sup>  | 6 <sup>00</sup>  | 12 <sup>00</sup> |
| 183           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25                                | 1,00             | 1,00             | 2,00             |
| 184           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30                                 | 1,00             | 1,50             | 2,50             |
| 185           | Sq.Ft.     | Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38                | 1,00             | 1,75             | 2,75             |
| 186           | Ea.        | Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent                               | 40 <sup>00</sup> | 30 <sup>00</sup> | 70 <sup>00</sup> |
| 187           | Ea.        | Install new R-49 to R-92 roof vent   | 40 <sup>00</sup> | 30 <sup>00</sup> | 70 <sup>00</sup> |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b>     | <b>Materials</b> | <b>Total</b>     |
| 188           | Sq.Ft.     | Blown in fiberglass insulation in soft belly 6" or less to include belly patching                                | 2,50             | 1,50             | 4,00             |
| 189           | Sq.Ft.     | Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching                            | 2,50             | 1,75             | 4,25             |
| 190           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" or less to include belly patching                                | 3,00             | 1,50             | 4,50             |
| 191           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching                                 | 3,00             | 1,75             | 4,75             |
| 192           | Sq.Ft.     | R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists                  | 3,00             | 2,50             | 5,50             |
| 193           | Sq.Ft.     | R-25 fiberglass batt insulation and twine  | 2,00             | 2,00             | 4,00             |
| 194           | Sq.Ft.     | Install new permeable air barrier  | 0,50             | 0,40             | 0,90             |
| 195           | Sq.Ft.     | Twine to support 10" or more soft drop belly   | 1,25             | 0,50             | 1,75             |
| 196           | Sq.Ft.     | Patch, seal and twine holes in belly material in excess of 9 sq.ft.  | 3,00             | 3,50             | 6,50             |
| 197           | LF.        | Replace metal skirting   | 12 <sup>00</sup> | 8 <sup>00</sup>  | 20 <sup>00</sup> |
| 198           | LF.        | Replace wood skirting  | 12 <sup>00</sup> | 10 <sup>00</sup> | 22 <sup>00</sup> |
| 199           | Ea.        | Remove existing and install new 6"x16" skirting vents  | 30 <sup>00</sup> | 15 <sup>00</sup> | 45 <sup>00</sup> |
| 200           | Ea.        | Cut in and install new metal 6"x16" skirting vents   | 40 <sup>00</sup> | 15 <sup>00</sup> | 55 <sup>00</sup> |
| 201           | LF.        | Extend condensate line to the outside  | 12 <sup>00</sup> | 2,00             | 14 <sup>00</sup> |

|               |            |   |                   |                   |                   |
|---------------|------------|---|-------------------|-------------------|-------------------|
| 202           | Ea.        | Add new access to skirting  | 65 <sup>00</sup>  | 45 <sup>00</sup>  | 110 <sup>00</sup> |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR</b>  | <b>Labor</b>      | <b>Materials</b>  | <b>Total</b>      |
| 203           | Per System | Duct seal entire heating supply and cold air return system including plenum in single wide                          | 600 <sup>00</sup> | 100 <sup>00</sup> | 700 <sup>00</sup> |
| 204           | Per System | Duct seal entire heating supply and cold air return system including plenum in double wide                          | 700 <sup>00</sup> | 150 <sup>00</sup> | 850 <sup>00</sup> |
| 205           | Ea.        | Cut in and seal plenum only   | 200 <sup>00</sup> | 50 <sup>00</sup>  | 250 <sup>00</sup> |
| 206           | LF.        | Duct sealing/repair branch ducts  | 25 <sup>00</sup>  | 5 <sup>00</sup>   | 30 <sup>00</sup>  |
| 207           | LF.        | Remove existing branch duct and replace with rigid metal ducting up to 7"   | 35 <sup>00</sup>  | 10 <sup>00</sup>  | 45 <sup>00</sup>  |
| 208           | LF.        | Add new rigid metal branch duct to include; ducting, boot and floor register  | 25 <sup>00</sup>  | 15 <sup>00</sup>  | 40 <sup>00</sup>  |
| 209           | Sq.Ft.     | Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports     | 25 <sup>00</sup>  | 25 <sup>00</sup>  | 50 <sup>00</sup>  |
| 210           | Ea.        | Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"                             | 150 <sup>00</sup> | 100 <sup>00</sup> | 250 <sup>00</sup> |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT INSULATION</b>  | <b>Labor</b>      | <b>Materials</b>  | <b>Total</b>      |
| 211           | Sq.Ft.     | Install R-11 vinyl faced insulation   | 5.00              | 3.00              | 8.00              |
| 212           | LF.        | Install rigid foam board for support  | 2.00              | 8.00              | 10.00             |
| 213           | Ea.        | Support HVAC ducts – when no duct work called for   | 100 <sup>00</sup> | 40 <sup>00</sup>  | 140 <sup>00</sup> |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WINDOWS</b>  | <b>Labor</b>      | <b>Materials</b>  | <b>Total</b>      |
| 214           | Sq.Ft.     | Install new vinyl replacement window to include interior and exterior air sealing                                   | 30 <sup>00</sup>  | 20 <sup>00</sup>  | 50 <sup>00</sup>  |
| 215           | Sq.Ft.     | Add safety glass to a replacement window  | 0                 | 10 <sup>00</sup>  | 10 <sup>00</sup>  |
| 216           | LF.        | Install metal drip edge   | 5 <sup>00</sup>   | 5 <sup>00</sup>   | 10 <sup>00</sup>  |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b>      | <b>Materials</b>  | <b>Total</b>      |
| 217           | Ea.        | Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt      | 550 <sup>00</sup> | 399 <sup>00</sup> | 949 <sup>00</sup> |
| 218           | Ea.        | Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt | 550 <sup>00</sup> | 399 <sup>00</sup> | 949 <sup>00</sup> |
| 219           | Ea.        | Install new keyed alike lockset and deadbolt  | 60 <sup>00</sup>  | 69 <sup>00</sup>  | 129 <sup>00</sup> |
| 220           | Ea.        | Install peephole  | 40 <sup>00</sup>  | 29 <sup>00</sup>  | 69 <sup>00</sup>  |
| 221           | Ea.        | Install single lockset  | 60 <sup>00</sup>  | 59 <sup>00</sup>  | 119 <sup>00</sup> |

| Item # | Qty    | MEASURE DESCRIPTION – WATER HEATER  | Labor             | Materials         | Total              |
|--------|--------|---|-------------------|-------------------|--------------------|
| 222    | Ea.    | Insulate Water Heater Tank with R-11 vinyl faced insulation   | 110 <sup>00</sup> | 60 <sup>00</sup>  | 170 <sup>00</sup>  |
| 223    | Ea.    | Insulate water heater cavity to R-11 to include infiltration  | 279 <sup>00</sup> | 139 <sup>00</sup> | 418 <sup>00</sup>  |
| 224    | Ea.    | Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration | 169 <sup>00</sup> | 79 <sup>00</sup>  | 248 <sup>00</sup>  |
| 225    | LF.    | Insulate plumbing at hot water tank with R-11– when not assigned to a measure                               | 7 <sup>00</sup>   | 4 <sup>00</sup>   | 11 <sup>00</sup>   |
| 226    | Ea.    | Repair water heater cavity door   | 169 <sup>00</sup> | 100 <sup>00</sup> | 269 <sup>00</sup>  |
| 227    | Sq.Ft. | Remove existing water heater cavity door and install new R-7 metal mobile door with single lock             | 70 <sup>00</sup>  | 30 <sup>00</sup>  | 100 <sup>00</sup>  |
| 228    | Ea.    | Install pressure relief tube and extend to crawlspace   | 70 <sup>00</sup>  | 50 <sup>00</sup>  | 130 <sup>00</sup>  |
| 229    | Ea.    | Remove and replace existing electric water heater tank to include earthquake strap and drip pan             | 900 <sup>00</sup> | 650 <sup>00</sup> | 1550 <sup>00</sup> |
| 230    | Ea.    | Remove and replace existing Gas water heater tank to include earthquake strap and drip pan                  | 900 <sup>00</sup> | 750 <sup>00</sup> | 1650 <sup>00</sup> |
| 231    | Set    | Install high and low venting to gas water heater cavity door up to 16"x6"                                   | 100 <sup>00</sup> | 60 <sup>00</sup>  | 160 <sup>00</sup>  |
| 232    | Ea.    | Install combustion air vent to water heater cavity floor  | 120 <sup>00</sup> | 60 <sup>00</sup>  | 180 <sup>00</sup>  |

Energy Comfort & Construction LLC  
15635 SE 114th Ave., Ste. 110  
Clackamas, OR 97015  
CCB# 160327

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104 11<sup>th</sup> Street  
Oregon City, OR 97045  
503-650-3335  
weatherization@clackamas.us

Energy Comfort & Construction LLC  
15635 SE 114th Ave., Ste. 110  
Clackamas, OR 97015  
CCB# 160327

APPLICANT/VENDOR NAME: Energy Comfort & Construction, LLC

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

| LINE ITEM | LINE ITEM DESCRIPTION  | Bid Units | Bid Price          | Total              |
|-----------|--|-----------|--------------------|--------------------|
| 1         | <b>Furnish &amp; Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one)</b><br>1. Remove old thermostat.<br>2. Furnish new sight-impaired thermostat for furnace.<br>3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification.<br>4. Replace thermostat shall have a heat anticipator.<br>5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> <li>• Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters.</li> </ul> |           | 269 <sup>00</sup>  | 269 <sup>00</sup>  |
| 2         | <b>Furnish &amp; Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one)</b><br>1. Install new thermostat wiring to code.<br>2. New thermostat location must be code approved.  |           | 179 <sup>00</sup>  | 179 <sup>00</sup>  |
| 3         | <b>Furnish &amp; Install Dedicated Circuit. (Bid per one)</b><br>1. Furnish and install a dedicated circuit in an existing electric panel capable of handling the load of a new heat pump, 115V service outlet<br>2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.  |           | 1250 <sup>00</sup> | 1250 <sup>00</sup> |
| 4         | <b>Furnish &amp; Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one)</b><br>1. To be installed in crawl space or attic as required by local code.<br>2. Bid shall include all materials and labor to install these items.<br>3. Must include a permit from the local building enforcement jurisdiction.   |           | 879 <sup>00</sup>  | 879 <sup>00</sup>  |
| 5         | <b>Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot)</b><br>1. Duct must be the same diameter as the output / supply ducts on each side of the mobile home.  |           | 50 <sup>00</sup>   | 50 <sup>00</sup>   |
| 6         | <b>Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new supply duct run to the room needed from the main trunk or plenum.   |           | 45 <sup>00</sup>   | 45 <sup>00</sup>   |
| 7         | <b>Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.   |           | 50 <sup>00</sup>   | 50 <sup>00</sup>   |
| 8         | <b>Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one)</b><br>1. New register must be screwed to the surface and have a damper.<br>2. New register must be white or brown.<br>3. New register must be installed to local mechanical code.   |           | 79 <sup>00</sup>   | 79 <sup>00</sup>   |

|    |   |  |                   |                   |
|----|---|--|-------------------|-------------------|
| 9  | <b>Add or Replace a Cold Air Return Up to 16 Inches x 24 Inches Made of Metal. (Bid per one)</b><br>1. New return must be screwed to the surface.<br>2. New return must be white or brown.<br>3. New register must be installed to local mechanical code.   |  | 250 <sup>00</sup> | 250 <sup>00</sup> |
| 10 | <b>Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one)</b><br>1. Filter cabinet must be the same size as the cold air return.<br>2. Contractor must install the filter, minimum MERV 6 in the filter cabinet and leave two additional filters with the resident.<br>3. Filter cabinet must be installed to local mechanical code.  |  | 279 <sup>00</sup> | 279 <sup>00</sup> |
| 11 | <b>Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one)</b><br>1. Filter grill must be the same size as the cold air return.<br>2. Contractor must install the filter in the filter grill and leave two additional filters with the resident.<br>3. Filter grill must be white or brown.<br>4. Filter grill must be installed to local mechanical code.  |  | 239 <sup>00</sup> | 239 <sup>00</sup> |
| 12 | <b>Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Electric Furnaces and Heat Pumps. (Bid per one)</b><br>1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced.<br>2. Repair work may be conducted at the time of the evaluation as long as the total cost does not exceed \$500. Repair work must be installed to local mechanical code.<br>3. Fax or email the evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner.<br><ul style="list-style-type: none"> <li>Note: The contractor doing the evaluation may not receive the repair or replacement work unless the repair work is less than \$500.</li> </ul>  |  | 339 <sup>00</sup> | 339 <sup>00</sup> |
| 13 | <b>Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one)</b><br>1. Respond to NO HEAT situation within 18-24 hours of receiving the fax work order from the Weatherization Program.<br>2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder.<br>3. If repair is \$500 or less, complete the repair at the time of the visit.<br>4. If repair exceeds \$500 call the Weatherization Program for approval.<br>5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price.<br>6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace. |  | 339 <sup>00</sup> | 339 <sup>00</sup> |
| 14 | <b>Electrical Furnace Tune-Up. (Bid per one)</b><br>1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM) specifications.<br>2. Inspect blower belt for wear and tension, replace as needed.<br>3. Oil blower motor and clean fan blades.<br>4. Check thermostat operation and set heat anticipator if needed.<br>5. Inspect wiring for frayed or burnt wiring and loose connection.<br>6. Test continuity for each element circuit component.<br>7. Check sequencer and control systems for proper operation.<br>8. Report findings to the Weatherization Program.  |  | 379 <sup>00</sup> | 379 <sup>00</sup> |
| 15 | <b>Air Conditioner/Heat Pump Tune-Up. (Bid per one)</b><br>1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM).<br>2. Inspect blower belt for wear and tension, replace if needed.<br>3. Oil blower motor and clean fan blades.<br>4. Clean A coil and fins, provide 2 filters.<br>5. Check thermostat operation and set heat anticipator if needed.<br>6. Test continuity for each element circuit component, if electric back up system.<br>7. Check sequencer and control systems for proper operation.<br>8. Check refrigerant pressure and charge if necessary.<br>9. Conduct a static pressure test.<br>10. Report findings to the Weatherization Program.   |  | 479 <sup>00</sup> | 479 <sup>00</sup> |

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|-----|---|--|--------------------|--------------------|
| 16  | <p><b>Remove and Replace Existing Outdoor Heat Pump Unit, with a new Heat Pump unit up to 2.5 Tons. (Bid per one)</b></p> <p>Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book</p> <ol style="list-style-type: none"> <li>The installation must meet the manufacturer's specifications, and meet local mechanical codes</li> <li>Conduct a static pressure test and report finding to the Weatherization Program.</li> <li>New installation shall include new matching indoor air handler unit.</li> <li>Indoor A coil, TXV valve.</li> <li>10 KW back up heat strips.</li> <li>Insulated refrigerant lines.</li> <li>New 115V and 230V if needed.</li> <li>Permits for installation are required.</li> <li>Contractor must submit proof of mechanical permit with invoice in order to receive payment.</li> <li>Make sure back up heat source is operational prior to leaving job site.</li> <li>Include all parts and labor required to attach new heat pump to existing refrigerant lines.</li> <li>Removal of old system and Freon capture is included in price when removing and installing new HP.</li> <li>Seal plenum with mastic when installing new HP.</li> <li>Must Provide AHRI certificate with invoice. <ul style="list-style-type: none"> <li><i>NOTE: The appliance vendor/contractor recovering the refrigerant must possess CFC certification by EPA-approved section 608 Type I, or universal certification</i></li> </ul> </li> </ol> |  | 6995 <sup>00</sup> | 6995 <sup>00</sup> |
| 17  | <p><b>New Heat Pump Install – Line Items 17a to 17d <u>MUST</u> Include the Following Items:</b></p> <ol style="list-style-type: none"> <li>Install must meet manufacturer's specifications.</li> <li>Minimum HSPF 9.5 EER 12.5 or higher.</li> <li>New installation shall include new indoor air handler unit and provide 2 air filters, minimum MERV 6.</li> <li>Indoor A coil, insulated refrigerant lines, and outdoor coil.</li> <li>TXV valve</li> <li>UL listed.</li> <li>Install outdoor thermostat w/ 40 degree auxiliary heat lockout and Indoor Thermostat Programmable such as LUX DMH 110 or equivalent.</li> <li>10KW back-up heat strip.</li> <li>Make sure back up heat source is operational prior to leaving job site.</li> <li>Removal and disposal of old system.</li> <li>All electrical connections including new 115V and 230V dedicated circuits.</li> <li>Seal connection to plenum with mastic when installing new system.</li> <li>Must Provide AHRI certificate with invoice.</li> </ol>  |  |                    |                    |
| 17A | <b>New Heat Pump Install at 1.5 tons (Bid per one)</b>  |  | 5995 <sup>00</sup> | 5995 <sup>00</sup> |
| 17B | <b>New Heat Pump Install at 2.0 tons (Bid per one)</b>  |  | 6495 <sup>00</sup> | 6495 <sup>00</sup> |
| 17C | <b>New Heat Pump Install at 2.5 tons (Bid per one)</b>  |  | 6995 <sup>00</sup> | 6995 <sup>00</sup> |
| 17D | <b>New Heat Pump Install at 3.0 tons (Bid per one)</b>  |  | 7495 <sup>00</sup> | 7495 <sup>00</sup> |
| 18  | <p><b>Ductless Heat Pumps Models - Line Items 18A to 18D <u>MUST</u> meet the following specifications (Bid per one head) Daikin or Mitsubishi System or equivalent:</b></p> <ol style="list-style-type: none"> <li>Must have variable speed compressor ("inverter technology") – providing more efficient operation to match the heating/cooling needs of the house under a variety of weather conditions.</li> <li>Must be listed in the AHRI directory and provide at least 50 percent of rated capacity efficient operation when outside air is 17° F. and have no built-in electric resistance heat.</li> <li>Appliance must have a HSPF of as indicated per line item.</li> <li>Bid includes the following: <ol style="list-style-type: none"> <li>All refrigerant lines to each indoor head/unit.</li> <li>Complete charge of refrigerant lines.</li> <li>Line set cover to be included with the installation</li> <li>All electrical permits by the governing body must be included with the invoice.</li> <li>All necessary electrical dedicated circuits' 115V service outlet and 230V dedicated circuit.</li> <li>Level pad installed under unit.</li> <li>Installation of indoor head in largest room in home (e.g. living room), including material required for wall mount, cutting/patching wall board, flashing, caulk, etc.</li> <li>Installation of condensate system, including all drainage, and pump if needed.</li> </ol> </li> </ol>   |  |                    |                    |
| 18A | <b>Install Ductless Mini-Split Heat Pump System – 1.5 Ton Outdoor Unit, <b>minimum 11.0 HSPF</b> (Bid per one head)</b>   |  | 5795 <sup>00</sup> | 5795 <sup>00</sup> |

|     |   |  |                    |                    |
|-----|---|--|--------------------|--------------------|
| 18B | Install Ductless Mini-Split Heat Pump System – 2.0 Ton Outdoor Unit, <b>minimum 10.0 HSPF</b><br>(Bid per one head)   |  | 6195 <sup>00</sup> | 6195 <sup>00</sup> |
| 18C | Install Ductless Mini-Split Heat Pump System – 2.5 Ton Outdoor Unit, <b>minimum 9.0 HSPF</b><br>(Bid per one head)  |  | 6495 <sup>00</sup> | 6495 <sup>00</sup> |
| 18D | Install Ductless Mini-Split Heat Pump System – 3.0 Ton Outdoor Unit, <b>minimum 9.0 HSPF</b><br>(Bid per one head)  |  | 7195 <sup>00</sup> | 7195 <sup>00</sup> |
| 19  | Install Ductless Mini-Split Heat Pump System—Each Additional Head. (Bid per head)<br>Bid to Include:<br>a. All refrigerant lines.<br>b. Line set cover<br>c. All necessary electrical connections and dedicated circuits.<br>d. Material required for wall mount, cutting/patching wall board, flashing, caulk, etc.<br>e. Installation of condensate system, including all drainage and pump if needed.  |  | 1295 <sup>00</sup> | 1295 <sup>00</sup> |
| 20  | <b>Perform &amp; Record Heat Rise Test on Furnace. (Bid per test)</b><br>1. Test shall be performed by taking one reading on the supply air.<br>2. A second test reading shall be performed on the return air.<br>3. With the two readings, a heat rise test will be compared to that recommended by the furnace manufacturer and the furnace fan shall be adjusted accordingly.<br>4. Test results with any corrective measures taken shall be submitted with the invoice to the Weatherization Program  |  | 179 <sup>00</sup>  | 179 <sup>00</sup>  |
| 21  | <b>Perform &amp; Record Static Pressure. (Bid per one)</b><br>1. Perform a static pressure test, make necessary corrections and report the findings to the Weatherization Program in either inches of water/column or Pascal's  |  | 179 <sup>00</sup>  | 179 <sup>00</sup>  |
| 22  | <b>Air Balance a Forced Air HVAC System Using a Flow Hood. (Bid per one)</b><br>1. Air Balance a Forced Air HVAC system using a Flow Hood.<br>2. Conduct the pre and post tests and make adjustments as necessary and record on a data form. The completed pre and post data must be completed on a separate document and attached to the contractor's invoice.   |  | 595 <sup>00</sup>  | 595 <sup>00</sup>  |
| 23  | <b>Remove and Replace 'A' Coil; heat pumps. (Bid per one)</b>   |  | 1295 <sup>00</sup> | 1295 <sup>00</sup> |
| 24  | <b>Install outdoor thermostat on existing heat pump. (Bid per one)</b>  |  | 295 <sup>00</sup>  | 295 <sup>00</sup>  |
| 25  | <b>Install programmable thermostat (as option for all furnace types). (Bid per one)</b><br>1. For electric heat pumps use such as LUX DMH 110 or equivalent with the following settings, 0 degree- compressor lockout, 35 degree-auxiliary heat lockout, 0-extended fan time heating, 90-extended fan time cooling.   |  | 495 <sup>00</sup>  | 495 <sup>00</sup>  |
| 26  | <b>Install a Programmable Hard wired T-Stat for mini splits (Bid per one)</b>   |  | 495 <sup>00</sup>  | 495 <sup>00</sup>  |
| 27  | <b>Reduce fan speed on existing furnace. (Bid per one)</b><br>1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment).<br>2. Document test results on invoice.   |  | 179 <sup>00</sup>  | 179 <sup>00</sup>  |
| 28  | <b>Furnish and Install Condensate Pump. (Bid per one)</b><br>1. Bid to include all connections necessary for functional condensate system, including drainage.  |  | 349 <sup>00</sup>  | 349 <sup>00</sup>  |
| 29  | <b>Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system.)</b><br>1. Install in conjunction with existing duct system.<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid shall include:<br>a. All electrical connections.<br>b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of HRV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |  | 3995 <sup>00</sup> | 3995 <sup>00</sup> |
| 30  | <b>Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system)</b><br>1. Install in conjunction with existing duct system.<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid shall include:<br>a. All electrical connections.  |  | 3995 <sup>00</sup> | 3995 <sup>00</sup> |

|    |  |  |                   |                   |
|----|--|--|-------------------|-------------------|
|    | b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of ERV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |  |                   |                   |
| 31 | Remove and Replace Element on Electric Furnace. (Bid per element)  |  | 495 <sup>00</sup> | 495 <sup>00</sup> |
| 32 | Remove and Replace High Limit Switch – All furnaces. (Bid per one)<br>1. Maximum temperature shall be no higher than 180 degrees.  |  | 295 <sup>00</sup> | 295 <sup>00</sup> |
| 33 | Remove and Replace Furnace Sequencer – Electric Furnaces. (Bid per one)  |  | 695 <sup>00</sup> | 695 <sup>00</sup> |
| 34 | Remove and Replace Furnace Transformer – All furnaces. (Bid per one)   |  | 295 <sup>00</sup> | 295 <sup>00</sup> |
| 35 | Remove and Replace Furnace Fan Switch – All furnaces. (Bid per one)  |  | 295 <sup>00</sup> | 295 <sup>00</sup> |

| Additional Details to Line Items Above, If Necessary |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |

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APPLICANT/VENDOR NAME: Energy Comfort & Construction, LLC

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

| LINE ITEM | LINE ITEM DESCRIPTION – FURNACE COMPONENTS   | Bid Units | Bid Price         | Total             |
|-----------|--|-----------|-------------------|-------------------|
| 1         | <b>Furnish &amp; Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one)</b><br>1. Remove old thermostat.<br>2. Furnish new sight-impaired thermostat for furnace.<br>3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification.<br>4. Replace thermostat shall have a heat anticipator.<br>5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> <li>Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters.</li> </ul> |           | 269 <sup>00</sup> | 269 <sup>00</sup> |
| 2         | <b>Furnish &amp; Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one)</b><br>1. Install new thermostat wiring to code.<br>2. New thermostat location must be code approved.  |           | 179 <sup>00</sup> | 179 <sup>00</sup> |
| 3         | <b>Furnish &amp; Install Dedicated Circuit. (Bid per one)</b><br>1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new gas furnace to code.<br>2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.  |           | 849 <sup>00</sup> | 849 <sup>00</sup> |
| 4         | <b>Furnish &amp; Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one)</b><br>1. To be installed in crawl space or attic as required by local code.<br>2. Bid shall include all materials and labor to install these items.<br>3. Must include a permit from the local building enforcement jurisdiction.   |           | 749 <sup>00</sup> | 749 <sup>00</sup> |
| 5         | <b>Furnish &amp; Install Flue Pipe (B-vent) for Gas Appliance. (Bid per linear foot)</b><br>1. Furnish and install double-wall pipe from appliance to chimney or appliance to outside.   |           | 70 <sup>00</sup>  | 70 <sup>00</sup>  |
| 6         | <b>Furnish &amp; Install Flue Pipe (Single Wall) for Gas Furnace. (Bid per linear foot)</b><br>1. Furnish and install single-wall flue pipe from furnace to chimney.   |           | 50 <sup>00</sup>  | 50 <sup>00</sup>  |
| 7         | <b>Install Additional Combustion Air up to Four (4) Grills in Appliance Enclosure. (Bid per set of four (4), two (2) on each side of the door)</b><br>1. This application will be applied when the space in which fuel-burning appliances are located and does not meet the criteria for indoor air.<br>2. One opening shall be within 12-inches of the bottom of the space and 12-inches from the ceiling.<br>3. Sizing of combustion air grills must meet local code in effect at the time the work is being performed.  |           | 449 <sup>00</sup> | 449 <sup>00</sup> |

|                  |   |                  |                   |                   |
|------------------|---|------------------|-------------------|-------------------|
| 8                | <b>Install Outside Combustion Air to Appliance. (Bid per linear foot)</b><br>1. Outside combustion air shall be supplied through ducts that are at least six (6) inches in diameter and 26 gauge metal, extending from the appliance room to the outdoors.  |                  |                   |                   |
| <b>LINE ITEM</b> | <b>LINE ITEM DESCRIPTION – DUCTING COMPONENTS</b>   | <b>Bid Units</b> | <b>Bid Price</b>  | <b>Total</b>      |
| 9                | <b>Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot)</b><br>1. Duct must be the same diameter as the supply ducts on each side of the home.   |                  | 50 <sup>00</sup>  | 50 <sup>00</sup>  |
| 10               | <b>Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new supply duct run to the room needed from the main trunk or plenum.  |                  | 45 <sup>00</sup>  | 45 <sup>00</sup>  |
| 11               | <b>Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.  |                  | 50 <sup>00</sup>  | 50 <sup>00</sup>  |
| 12               | <b>Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one)</b><br>1. New register must be screwed to the surface and have a damper.<br>2. New register must be white or brown.   |                  | 79 <sup>00</sup>  | 79 <sup>00</sup>  |
| 13               | <b>Add or Replace a Cold Air Return Register Up to 16 Inches x 24 Inches Made of Metal. (Bid per one)</b><br>1. New register must be screwed to the surface.<br>2. New register must be white or brown.   |                  | 250 <sup>00</sup> | 250 <sup>00</sup> |
| 14               | <b>Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one)</b><br>1. Filter cabinet must be the same size as the cold air return.<br>2. Contractor must install the filter in the filter cabinet and leave two additional filters with the resident.   |                  | 279 <sup>00</sup> | 279 <sup>00</sup> |
| 15               | <b>Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one)</b><br>1. Filter grill must be the same size as the cold air return.<br>2. Contractor must install the filter in the filter grill and leave two additional filters with the resident.<br>3. Filter grill must be white or brown.   |                  | 239 <sup>00</sup> | 239 <sup>00</sup> |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – EQUIPMENT EVALUATIONS</b>   | <b>Bid Units</b> | <b>Bid Price</b>  | <b>Total</b>      |
| 16               | <b>Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Gas Furnaces. (Bid per one)</b><br>1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced.<br>2. Minor repair work may be conducted at the time of the evaluation as long as the total cost (evaluation & repair) does not exceed \$500.<br>3. Fax or email written evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner.<br>4. If repair work is over \$500.00, Weatherization must be notified and will determine next steps.   |                  | 339 <sup>00</sup> | 339 <sup>00</sup> |
| 17               | <b>Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one)</b><br>1. Respond to NO HEAT situation within 18-24 hours of receiving the emailed work order from the Weatherization Program.<br>2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder.<br>3. If minor repair is \$500 or less, complete the repair at the time of the visit.<br>4. If repair exceeds \$500 call the Weatherization Program for next steps.<br>5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price.<br>6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace. |                  | 339 <sup>00</sup> | 339 <sup>00</sup> |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – GAS FURNACE</b>   | <b>Bid Units</b> | <b>Bid Price</b>  | <b>Total</b>      |

|                  |  |                  |                    |                    |
|------------------|--|------------------|--------------------|--------------------|
| 18               | <b>Furnish and Install Energy Star 96% plus AFUE Gas Furnace up to 120,000 BTU (Bid per one)</b><br>1. The installation must meet the manufacturer's Specifications. Inspect blower belt for wear and tension, replace as needed.<br>2. This item shall include, but not be limited to, all equipment, electrical, venting and materials necessary to install new furnace and connect existing ductwork to new furnace.<br>3. Install a filter cabinet on cold air return side of the furnace, <b>and provide 2 air filters, minimum MERV 6.</b>   |                  | 4795 <sup>00</sup> | 4795 <sup>00</sup> |
| 19               | <b>Furnish &amp; Install 78% AFUE Wall Mounted Gas Furnace with Fan Switch (Exterior / Direct Vent). (Bid per one)</b><br>1. The installation must meet the manufacturer's Specifications.<br>2. This item shall include, but not be limited to, all equipment and material necessary to install new furnace including the venting materials, and condensate pump when needed (including drainage).<br>3. Disposal of the old furnace in accordance with the rules and regulations of the State of Oregon.   |                  | 5595 <sup>00</sup> | 5595 <sup>00</sup> |
| 20               | <b>Furnish &amp; Install Energy Star Rated Direct Vent Gas Furnace. (Bid per one)</b><br>Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book<br>1. The installation must meet the manufacturer's specifications, and meet local mechanical codes<br>2. This item shall include all material and labor necessary to install new furnace to code.   |                  | 4795 <sup>00</sup> | 4795 <sup>00</sup> |
| 21               | <b>Furnish &amp; Install Gas Shutoff Valve for Furnace, Gas Stove and / or Gas Water Heater. (Bid per one)</b><br>1. Install must meet manufacturer's specifications.<br>2. This item shall include all material and labor necessary to install new furnace to code.   |                  | 149 <sup>00</sup>  | 149 <sup>00</sup>  |
| 22               | <b>Natural Gas Boiler Tune Up – (Bid per one)</b>  |                  | 595 <sup>00</sup>  | 595 <sup>00</sup>  |
| 23               | <b>Perform Gas Furnace Tune-up. (Bid per one)</b>  |                  | 349 <sup>00</sup>  | 349 <sup>00</sup>  |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – GAS RANGE/STOVE</b>  | <b>Bid Units</b> | <b>Bid Price</b>   | <b>Total</b>       |
| 24               | <b>Perform Gas Range Stove Tune-Up. (Bid per one complete unit)</b><br>1. Clean burners<br>2. Perform carbon monoxide test on oven and burners.<br>3. Check for burner operation, flame color and flame rollout.<br>4. Carbon Monoxide shall not exceed 200 PPM as measured or 800 PPM airfree in oven   |                  | 379 <sup>00</sup>  | 379 <sup>00</sup>  |
| 25               | <b>Furnish &amp; Install Gas Range / Stove. (Bid per one)</b><br>1. Install to manufacturer's specifications   |                  | 1599 <sup>00</sup> | 1599 <sup>00</sup> |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – MISCELLENEOUS</b>  | <b>Bid Units</b> | <b>Bid Price</b>   | <b>Total</b>       |
| 26               | <b>Reduce fan speed on existing furnace. (Bid per one)</b><br>1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment).<br>2. Document test results on invoice.  |                  | 179 <sup>00</sup>  | 179 <sup>00</sup>  |
| 27               | <b>Add PVC Vent Pipe – per linear foot supply and exhaust.</b><br>1. Bid to include termination to outside and all connections.<br>2. Includes exhaust and supply air termination in excess of 18 inches from one another.   |                  | 49 <sup>00</sup>   | 49 <sup>00</sup>   |
| 28               | <b>Furnish and Install Condensate Pump. (Bid per one)</b><br>1. Bid to include all connections necessary for functional condensate system, including drainage.   |                  | 349 <sup>00</sup>  | 349 <sup>00</sup>  |
| 29               | <b>Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system)</b><br>1. Install in conjunction with existing duct system,<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid shall include:<br>a. All electrical connections.<br>b. Pressure balancing, pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of HRV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |                  | 3995 <sup>00</sup> | 3995 <sup>00</sup> |

|    |   |  |                    |                    |
|----|---|--|--------------------|--------------------|
| 30 | <b>Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system)</b><br>1. Install in conjunction with existing duct system.<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid to Include:<br>a. All electrical connections.<br>b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of ERV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |  | 3995 <sup>00</sup> | 3995 <sup>00</sup> |
| 31 | <b>Remove and Replace High Limit Switch – All furnaces. Maximum temperature shall be no higher than 180 degrees. (Bid per one)</b>  |  | 295 <sup>00</sup>  | 295 <sup>00</sup>  |
| 32 | <b>Remove and Replace Furnace Sequencer (Bid per one)</b>   |  | 695 <sup>00</sup>  | 695 <sup>00</sup>  |
| 33 | <b>Remove and Replace Furnace Transformer (Bid per one)</b>   |  | 295 <sup>00</sup>  | 295 <sup>00</sup>  |
| 34 | <b>Remove and Replace Furnace Fan Switch (Bid per one)</b>  |  | 295 <sup>00</sup>  | 295 <sup>00</sup>  |

| Additional Details to Line Items Above, If Necessary |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |

**ATTACHMENT D**

**Plumbing Measures Price List**

Vendor Name: Energy Comfort & Construction LLC

| Item #  | Description   | Labor              | Material           | Total              |
|---|---|--------------------|--------------------|--------------------|
| <b>Section A: Miscellaneous Materials and Hourly Rate</b> |   |                    |                    |                    |
| 0   | Miscellaneous Material  |                    | 20%                | 20%                |
| 1   | Hourly Rate   | 89 <sup>00</sup>   |                    | 89 <sup>00</sup>   |
| <b>Section B: Water Heating</b>                           |   |                    |                    |                    |
| 2   | Thermocouple for Gas Water Heater   | 179 <sup>00</sup>  | 100 <sup>00</sup>  | 279 <sup>00</sup>  |
| 3   | Pilot Light for Gas Water Heater  | 179 <sup>00</sup>  | 100 <sup>00</sup>  | 279 <sup>00</sup>  |
| 4   | Remove and Replace Existing Electric Water Heater – Site Built Home                                 | 700 <sup>00</sup>  | 850 <sup>00</sup>  | 1550 <sup>00</sup> |
| 5   | Remove and Replace Existing Electric Water Heater – Mobile Home Approved Tank                       | 700 <sup>00</sup>  | 850 <sup>00</sup>  | 1550 <sup>00</sup> |
| 6   | Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Mobile Home Approved Tank      | 800 <sup>00</sup>  | 1900 <sup>00</sup> | 2700 <sup>00</sup> |
| 7   | Remove and Replace Existing Gas Water Heater with Power Vented Tank – Mobile Home Approved Tank     | 900 <sup>00</sup>  | 1600 <sup>00</sup> | 2500 <sup>00</sup> |
| 8   | Remove and Replace Existing Gas Water Heater -Mobile Home Approved Tank                             | 900 <sup>00</sup>  | 950 <sup>00</sup>  | 1850 <sup>00</sup> |
| 9   | Remove and Replace Existing Gas Water Heater with Direct Vent Tank – Site Built Home                | 800 <sup>00</sup>  | 2000 <sup>00</sup> | 2800 <sup>00</sup> |
| 10  | Remove and Replace Existing Gas Water Heater with Power Vented Tank – Site Built Home               | 900 <sup>00</sup>  | 1700 <sup>00</sup> | 2600 <sup>00</sup> |
| 11  | Remove and Replace Existing Gas Water Heater –Site Built Home                                       | 900 <sup>00</sup>  | 950 <sup>00</sup>  | 1850 <sup>00</sup> |
| 12  | Remove & Replace Existing Electric Water Heater with HP Water Heater – Mobile Home Approved.        | 700 <sup>00</sup>  | 2200 <sup>00</sup> | 2900 <sup>00</sup> |
| 13  | Remove & Replace Existing Electric Water Heater with Heat Pump Hot Water Heater – Site Built Home.  | 700 <sup>00</sup>  | 2200 <sup>00</sup> | 2900 <sup>00</sup> |
| 14  | Remove & Replace Existing Gas Water Heater with 90% Hot Water Heater – Mobile Home Approved Tank    | 900 <sup>00</sup>  | 2500 <sup>00</sup> | 3400 <sup>00</sup> |
| 15  | Remove and Replace Existing Gas Water Heater with 90% Condensing Hot Water Heater – Site Built Home | 900 <sup>00</sup>  | 2500 <sup>00</sup> | 3400 <sup>00</sup> |
| 16  | Install Heat Pump Retrofit on Existing Electric Water Heater – Site Built or Mobile Home.           | 1200 <sup>00</sup> | 3500 <sup>00</sup> | 4700 <sup>00</sup> |
| 17  | Remove and Replace Heating Element for Electric Water Heater – Site Built or Mobile Home            | 400 <sup>00</sup>  | 95 <sup>00</sup>   | 495 <sup>00</sup>  |
| 18  | Remove and Replace Thermostat on Electric Water Heater – Site Built or Mobile Home                  | 400 <sup>00</sup>  | 95 <sup>00</sup>   | 495 <sup>00</sup>  |
| 19  | Remove and Replace Thermostat on Gas Water Heater - Site Built Home or Mobile Home                  | 400 <sup>00</sup>  | 295 <sup>00</sup>  | 695 <sup>00</sup>  |
| 20  | Remove and Replace Under Counter Electric Water Heater – Site Built Home                            | 900 <sup>00</sup>  | 950 <sup>00</sup>  | 1850 <sup>00</sup> |

| <b>Section C: Pressurized Water System</b>                     |  |                   |                    |                    |
|--|--|-------------------|--------------------|--------------------|
| 21   | Remove and Replace Under Counter Electric Water Heater – Mobile Home Approved Tank                   | 900 <sup>00</sup> | 1050 <sup>00</sup> | 1950 <sup>00</sup> |
| 22   | Water Line Replacement – Copper Pipe   | 259 <sup>00</sup> | 100 <sup>00</sup>  | 359 <sup>00</sup>  |
| 23   | Water Line Replacement – Aquapex (PEX) or approved substitute.                                       | 259 <sup>00</sup> | 90 <sup>00</sup>   | 349 <sup>00</sup>  |
| 24   | Repair Leak in Galvanized Pipe   | 259 <sup>00</sup> | 200 <sup>00</sup>  | 459 <sup>00</sup>  |
| 25   | Repair Leak in Copper Pipe   | 259 <sup>00</sup> | 200 <sup>00</sup>  | 459 <sup>00</sup>  |
| 26   | Repair Leak in Quest, Chlorinated Poly Vinyl Chloride (CPVC) Pipe or Aquapex (PEX), or WIRSBO Tubing | 249 <sup>00</sup> | 200 <sup>00</sup>  | 449 <sup>00</sup>  |
| 27   | Repair Leak on Above-Ground Waste Line – ABS   | 379 <sup>00</sup> | 200 <sup>00</sup>  | 579 <sup>00</sup>  |
| 28   | Repair Leak on Above-Ground Waste Line – Galvanized  | 429 <sup>00</sup> | 200 <sup>00</sup>  | 629 <sup>00</sup>  |
| 29   | Repair Leak on Above-Ground Waste Line – Cast Iron   | 429 <sup>00</sup> | 200 <sup>00</sup>  | 629 <sup>00</sup>  |
| 30   | Waste Line Replacement – ABS   | 129 <sup>00</sup> | 40 <sup>00</sup>   | 169 <sup>00</sup>  |
| <b>Section D: Plumbing Fixture Repair and / or Replacement</b> |  |                   |                    |                    |
| 31   | Remove and Replace Toilet Flapper  | 149 <sup>00</sup> | 49 <sup>00</sup>   | 198 <sup>00</sup>  |
| 32   | Remove and Replace Toilet Handle   | 149 <sup>00</sup> | 49 <sup>00</sup>   | 198 <sup>00</sup>  |
| 33   | Remove and Replace Flush Valve Assembly  | 279 <sup>00</sup> | 49 <sup>00</sup>   | 328 <sup>00</sup>  |
| 34   | Remove and Replace Toilet Wax Ring   | 279 <sup>00</sup> | 49 <sup>00</sup>   | 328 <sup>00</sup>  |
| 35   | Remove and Replace Toilet Supply Line  | 249 <sup>00</sup> | 49 <sup>00</sup>   | 298 <sup>00</sup>  |
| 36   | Remove and Replace Supply Line for Kitchen or Bath Faucet  | 249 <sup>00</sup> | 49 <sup>00</sup>   | 298 <sup>00</sup>  |
| 37   | Remove and Replace Faucet Cartridge  | 149 <sup>00</sup> | 49 <sup>00</sup>   | 198 <sup>00</sup>  |
| 38   | Install Faucet Stem Repair Kit   | 249 <sup>00</sup> | 49 <sup>00</sup>   | 298 <sup>00</sup>  |
| 39   | Clear Clogged Drain with Power Snake   | 249 <sup>00</sup> | 49 <sup>00</sup>   | 298 <sup>00</sup>  |
| 40   | Remove and Replace Bathtub Drain Assembly Located in the Basement                                    | 509 <sup>00</sup> | 79 <sup>00</sup>   | 588 <sup>00</sup>  |
| 41   | Remove and Replace Bathtub Drain Assembly Located in the Crawl Space                                 | 579 <sup>00</sup> | 79 <sup>00</sup>   | 658 <sup>00</sup>  |
| 42   | A. Remove and Replace Sink Drain Assembly in the following - Kitchen sink                            | 249 <sup>00</sup> | 79 <sup>00</sup>   | 328 <sup>00</sup>  |
|  | B. Remove and Replace Sink Drain Assembly in the following - Kitchen sink                            | 249 <sup>00</sup> | 79 <sup>00</sup>   | 328 <sup>00</sup>  |
|  | C. Remove and Replace Sink Drain Assembly in the following - Kitchen sink                            | 249 <sup>00</sup> | 79 <sup>00</sup>   | 328 <sup>00</sup>  |

|                                 |  |                   |                   |                   |
|---------------------------------|--|-------------------|-------------------|-------------------|
| 43                              | Remove and Replace Sink Basket/Strainer Assembly   | 179 <sup>00</sup> | 49 <sup>00</sup>  | 228 <sup>00</sup> |
| 44                              | Remove and Replace Lavatory Sink Pop-up Drain Assembly                                   | 179 <sup>00</sup> | 49 <sup>00</sup>  | 228 <sup>00</sup> |
| 45                              | Remove and Replace Kitchen Sink Faucet   | 479 <sup>00</sup> | 119 <sup>00</sup> | 598 <sup>00</sup> |
| 46                              | Remove and Replace Bathtub/Shower Valve  | 579 <sup>00</sup> | 179 <sup>00</sup> | 758 <sup>00</sup> |
| 47                              | Remove and Replace Bathroom Sink Faucet  | 479 <sup>00</sup> | 79 <sup>00</sup>  | 558 <sup>00</sup> |
| 48                              | Remove and Replace Toilet With 1.6-Gallon Toilet   | 479 <sup>00</sup> | 200 <sup>00</sup> | 679 <sup>00</sup> |
| 49                              | Remove and Replace Toilet With 1.28 GPF Water Sense Label Gallon Toilet                  | 479 <sup>00</sup> | 200 <sup>00</sup> | 679 <sup>00</sup> |
| 50                              | Remove and Replace Toilet With 1.6 GPF Handicapped Accessible Toilet                     | 479 <sup>00</sup> | 239 <sup>00</sup> | 718 <sup>00</sup> |
| 51                              | Remove and Replace Toilet With 1.28 GPF Water Sense Label Handicapped Accessible Toilet. | 479 <sup>00</sup> | 239 <sup>00</sup> | 718 <sup>00</sup> |
| <b>Section E: Miscellaneous</b> |  |                   |                   |                   |
| 52                              | Evaluation of Water/Sewer Problem in House   | 479 <sup>00</sup> | 20 <sup>00</sup>  | 499 <sup>00</sup> |
| 53                              | Replace Main Line ≤10'   | 279 <sup>00</sup> | 60 <sup>00</sup>  | 339 <sup>00</sup> |
| 54                              | Replace Main Line >10'   | 149 <sup>00</sup> | 60 <sup>00</sup>  | 209 <sup>00</sup> |
| 55                              | Install Electrical Grounding Rod   | 599 <sup>00</sup> | 199 <sup>00</sup> | 798 <sup>00</sup> |
| 56                              | Sewer Camera Scope   | 600 <sup>00</sup> | 99 <sup>00</sup>  | 699 <sup>00</sup> |
| 57                              | Cut Access to Enclosed Plumbing SQ feet  | 100 <sup>00</sup> | 19 <sup>00</sup>  | 119 <sup>00</sup> |
| 58                              | Floor Repair – Toilet SQ ft  | 100 <sup>00</sup> | 19 <sup>00</sup>  | 119 <sup>00</sup> |
| 59                              | Floor Repair – Hot Water Tank SQ ft.   | 100 <sup>00</sup> | 19 <sup>00</sup>  | 119 <sup>00</sup> |
| 60                              | Emergency Situation – Respond Within 18-24 Clock Hour Period                             | 349 <sup>00</sup> | 79 <sup>00</sup>  | 428 <sup>00</sup> |

| ATTACHMENT E - SINGLE FAMILY ELECTRICAL  |   | Bidder Name: <u>Energy Comfort &amp; Construction LLC</u> |                        |              |                     |
|--|---|---|------------------------|--------------|---------------------|
| <b>Bid Response Instructions:</b><br>1. Enter your Bidder Name<br>2. Enter your bid pricing in the green <b>Bid Price</b> cells - Labor and Material <i>ONLY</i> . The bid prices will <b>automatically multiplied</b> by the <b>Bid Units</b> to calculate the <b>total bid price</b> for each line item. The Bid Units are being used for the purpose of calculating the Bid Total, which is used to determine the lowest bidders. Bid Units are not an estimate of the work to be awarded. Contractors will be tied only to the line item <b>Bid Prices</b> submitted in the calculation of work orders.  |   |   |                        |              |                     |
| <p align="center"><b>NOTE: Each work item below shall include the cost of material and labor. In most cases permits will be required to perform each work item. Copies of all necessary permits MUST be submitted to the County at the time of invoicing.</b></p> <p align="center"><b>Bid prices included in this request must NOT include the cost of the required permits and a copy must be submitted with the invoice in order to receive reimbursement.</b></p>  |   |   |                        |              |                     |
| <b>YOU MUST SUBMIT BID PRICES FOR ALL BID ITEMS IN THIS BID CATEGORY TO BE CONSIDERED RESPONSIVE</b>   |   |   |                        |              |                     |
| Item   | Description   | Bid Price:<br>Labor                                       | Bid Price:<br>Material | Bid<br>Units | Line Item Bid Total |
| 1  | <b>Truck Charge</b><br>One truck charge per project   | 79 <sup>00</sup>  | 100 <sup>00</sup>      | 1            | 179 <sup>00</sup>   |
| <b>Items 2-3: Furnish and Install a New Bath Fan (light combo ceiling mount with damper) for Stick Built Dwellings and Mobile Homes</b><br><b>Must include the following:</b> <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the fan.</li> <li>Installation must be a finished product and paint ready.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Separate the fan from the light switch operation.</li> <li>Fan must be installed to allow for the venting out of the fan, through roof, soffit, or gable end vent.</li> </ol> <p><b>*NOTE Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</b></p> <ol style="list-style-type: none"> <li>The Permit from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.</li> <li>Fan manufacturer, name and model number must be included with the invoice.</li> </ol>        |   |   |                        |              |                     |
| 2  | <b>New Bath Fan Light Combo in Site Built Dwelling:</b><br>Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 Cubic Feet Per Minute (CFM), 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b> | 650 <sup>00</sup>   | 600 <sup>00</sup>      | 1            | 1250 <sup>00</sup>  |
| 3  | <b>New Bath Fan Light Combo in Mobile Home:</b><br>Ceiling bath fan with light, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>                                 | 650 <sup>00</sup>   | 600 <sup>00</sup>      | 1            | 1250 <sup>00</sup>  |
| <b>Items 4-5: Furnish and Install a New Bath Fan (ceiling mount with damper) for Stick Built Dwellings and Mobile Homes</b><br><b>Must include the following:</b> <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the fan.</li> <li>Installation must be a finished product and paint ready.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Separate the fan from the light switch operation.</li> <li>Fan must be installed to allow for the venting out of the fan, through roof, soffit or gable end vent.</li> </ol> <p><b>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</b></p> <ol style="list-style-type: none"> <li>The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.</li> <li>Fan manufacturer, name and model number must be included with the invoice.</li> </ol>                    |   |   |                        |              |                     |
| 4  | <b>New Bath Fan in Stick Built Dwelling:</b><br>Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>   | 600 <sup>00</sup>   | 550 <sup>00</sup>      | 1            | 1150 <sup>00</sup>  |
| 5  | <b>New Bath Fan in Mobile Home:</b><br>Ceiling bath fan, Continuous and Spot Ventilation, fan must be rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>  | 600 <sup>00</sup>   | 550 <sup>00</sup>      | 1            | 1150 <sup>00</sup>  |
| <b>Items 6-7: Remove and Replace Existing Bath Fan Light Combo (ceiling with damper) for Stick Built dwellings and Mobile Homes.</b><br><b>Must include the following:</b> <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the fan.</li> <li>Installation must be a finished product and paint ready.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Separate the fan from the light switch operation.</li> <li>Fan must be installed to allow for the venting out of the fan exhaust through the roof, soffit or gable end vent.</li> </ol> <p><b>*NOTE: Please do not install fan exhaust port up to or facing toward framing members which could obstruct installment of required venting.</b></p> <ol style="list-style-type: none"> <li>The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.</li> <li>Fan manufacturer, name and model number must be included with the invoice</li> </ol> |   |   |                        |              |                     |
| 6  | <b>Remove and Replace Existing Bath Fan Light Combo in Stick Built Dwelling:</b><br>Ceiling bath fan with light, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>    | 600 <sup>00</sup>   | 550 <sup>00</sup>      | 1            | 1150 <sup>00</sup>  |
| 7  | <b>Remove and Replace Existing Bath fan light combo in Mobile Home:</b><br>Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>                         | 600 <sup>00</sup>   | 550 <sup>00</sup>      | 1            | 1150 <sup>00</sup>  |

|   |   |                   |                   |                      |
|---|---|-------------------|-------------------|----------------------|
| <b>Items 8-9: Remove and Replace Existing Bath Fan (ceiling with damper) for Stick Built dwellings and Mobile Homes.</b>  |   |                   |                   |                      |
| <b>Must include the following:</b>  |   |                   |                   |                      |
| <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the fan.</li> <li>Installation must be a finished product and paint ready.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Separate the fan from the light switch operation.</li> <li>Fan must be installed to allow for the venting out of the fan exhaust.</li> <li><b>The PERMIT from appropriate governing body must be obtained and a copy must be submitted with the invoice for reimbursement.</b></li> <li><b>Fan manufacturer, name and model number must be included with the invoice.</b></li> </ol> |   |                   |                   |                      |
| 8   | <b>Remove and Replace Existing Bath Fan in Stick Built Dwelling:</b><br>Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less. (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>   | 600 <sup>00</sup> | 500 <sup>00</sup> | 1 1100 <sup>00</sup> |
| 9   | <b>Remove and Replace Existing Bath Fan in Mobile Home:</b><br>Ceiling bath fan, Continuous and Spot Ventilation with fan rated at 80 CFM, 1 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. The fan must be IC rated<br><b>(Bid per one)</b>   | 600 <sup>00</sup> | 500 <sup>00</sup> | 1 1100 <sup>00</sup> |
| <b>Item 10: Furnish and Install New Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes.</b>   |   |                   |                   |                      |
| <b>Must include the following:</b>  |   |                   |                   |                      |
| <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the fan.</li> <li>Installation must be a finished product and paint ready.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Separate the fan from the light switch operation.</li> <li>Fan must be installed to allow for the venting out of of the fan exhaust.</li> <li><b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement</b></li> <li><b>Fan manufacturer, name and model number must be included with the invoice.</b></li> </ol> |   |                   |                   |                      |
| 10  | <b>Furnish and Install New Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home :</b><br>Wall mount bath fan rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper.<br><b>(Bid per one)</b>   | 650 <sup>00</sup> | 500 <sup>00</sup> | 1 1150 <sup>00</sup> |
| <b>Item 11: Remove and Replace Existing Bath Fan (Wall mounted with damper) for Stick Built dwellings and Mobile Homes</b>  |   |                   |                   |                      |
| <b>Must include the following:</b>  |   |                   |                   |                      |
| <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the fan.</li> <li>Installation must be a finished product and paint ready.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Separate the fan from the light switch operation.</li> <li>Fan must be installed to allow for the venting out of the fan exhaust.</li> <li><b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</b></li> <li><b>Fan manufacturer, name and model number must be included with the invoice.</b></li> </ol>   |   |                   |                   |                      |
| 11  | <b>Remove and Replace Existing Wall Mounted Bath Fan in Stick Built Dwelling or Mobile Home:</b><br>Wall mount bath fan must be rated at least 80 CFM, 1.0 sone or less (Nutone, Panasonic, Broan or equivalent), with damper. <b>(Bid per one)</b>   | 650 <sup>00</sup> | 500 <sup>00</sup> | 1 1150 <sup>00</sup> |
| <b>Miscellaneous</b>  |   |                   |                   |                      |
| 12  | <b>Install a new Smart Exhaust bath fan/delay timer/ventilation controller.</b><br>The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor. All work must be performed to meet local codes, electrical permit (if needed) - a copy must be submitted with the invoice for reimbursement.<br><b>Switch manufacturer, name and model number must be included with the invoice. (Bid per one)</b>   | 100 <sup>00</sup> | 50 <sup>00</sup>  | 1 150 <sup>00</sup>  |
| 13  | <b>Install a Mechanical Timer Switch Separate from the Light:</b><br><ol style="list-style-type: none"> <li>The switch must be installed to an existing bath fan and/or a new bath fan being installed by the contractor.</li> <li>All work must be performed to meet local codes, electrical permit (if needed)- a copy must be submitted with the invoice for reimbursement.</li> <li>Switch manufacturer, name and model number must be included with the invoice.</li> </ol> <b>(Bid per one)</b> | 100 <sup>00</sup> | 50 <sup>00</sup>  | 1 150 <sup>00</sup>  |
| <b>Items 14-19: Furnish and Install New Kitchen Ceiling/Wall Fan/Range Hood with damper in Stick Built Dwellings and Mobile Homes.</b>  |   |                   |                   |                      |
| <b>Must include the following:</b>  |   |                   |                   |                      |
| <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install the and vent fan through wall or ceiling.</li> <li>Installing a new separate electrical circuit if needed.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Installation must be a finished product and paint ready.</li> <li><b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice.</b></li> <li><b>Fan manufacturer name, and model number must be included with the invoice.</b></li> </ol>  |   |                   |                   |                      |
| 14  | <b>Install New Kitchen Ceiling Fan in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated<br><b>(Bid per one)</b>   | 700 <sup>00</sup> | 600 <sup>00</sup> | 1 1300 <sup>00</sup> |
| 15  | <b>Install New Kitchen Ceiling Fan in Mobile Home:</b><br><ol style="list-style-type: none"> <li>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent). The fan must be IC rated</li> </ol> <b>(Bid per one).</b>  | 700 <sup>00</sup> | 600 <sup>00</sup> | 1 1300 <sup>00</sup> |

|  |  |                    |                    |   |                    |
|--|--|--------------------|--------------------|---|--------------------|
| 16   | <b>Install New Kitchen Wall Fan in Stick Built Dwelling:</b><br>1. Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br><b>(Bid per one)</b>   | 700 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1300 <sup>00</sup> |
| 17   | <b>Install New kitchen Wall Fan in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br><b>(Bid per one).</b>  | 700 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1300 <sup>00</sup> |
| 18   | <b>Install New Kitchen Range Hood in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent)<br><b>(Bid per one).</b>  | 700 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1300 <sup>00</sup> |
| 19   | <b>Install New Kitchen Range Hood in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent)<br><b>(Bid per one).</b>   | 700 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1300 <sup>00</sup> |
| <b>Items 20-25: Remove and Replace Kitchen Ceiling/Wall Fan with Damper for Stick Built Dwellings and Mobile Homes. Includes the following:</b>  |  |                    |                    |   |                    |
| <ol style="list-style-type: none"> <li>All work must be performed to meet current ASHRAE 62.2 ventilation standards and local codes.</li> <li>All materials and labor to install and vent the fan through wall or ceiling.</li> <li>Installing a new separate electrical circuit if needed.</li> <li>Fishing the wire from an approved electrical source.</li> <li>Installation must be a finished product and paint ready.</li> <li><b>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</b></li> <li><b>Fan manufacturer, name and model number must be included with the invoice.</b></li> </ol> |  |                    |                    |   |                    |
| 20   | <b>Remove and Replace Kitchen Ceiling Fan with Damper in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br><b>(Bid per one)</b>  | 650 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1250 <sup>00</sup> |
| 21   | <b>Remove and Replace Kitchen Ceiling Fan with Damper in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br><b>(Bid per one)</b>   | 650 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1250 <sup>00</sup> |
| 22   | <b>Remove and Replace Kitchen Wall Fan with Damper in Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br><b>(Bid per one).</b>  | 650 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1250 <sup>00</sup> |
| 23   | <b>Remove and Replace Kitchen Wall Fan with Damper in Mobile Home:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent) The fan must be IC rated<br><b>(Bid per one).</b>   | 650 <sup>00</sup>  | 600 <sup>00</sup>  | 1 | 1250 <sup>00</sup> |
| 24   | <b>Remove and Replace Kitchen Range Hood with Damper Stick Built Dwelling:</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent).<br><b>(Bid per one).</b>   | 600 <sup>00</sup>  | 650 <sup>00</sup>  | 1 | 1250 <sup>00</sup> |
| 25   | <b>Remove and Replace Kitchen Range Hood with Damper in Mobile Home</b><br>Rated at least 150 CFM with a sone rating of 3.0 or less. (Nutone, Panasonic, Broan or equivalent).<br><b>(Bid per one).</b>  | 600 <sup>00</sup>  | 650 <sup>00</sup>  | 1 | 1250 <sup>00</sup> |
| <b>Items 26-31: Remove and Replace Existing Fuse Panel for Stick Built Dwelling/Mobile Home with Main Disconnect. Must include:</b>  |  |                    |                    |   |                    |
| <ol style="list-style-type: none"> <li>A ground rod and ground wire as needed to meet electrical code.</li> <li>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> </ol> <b>Price shall include:</b><br>*All materials and labor to install the electric panel.<br>*Additions shall include a weatherhead, meter socket, entrance cable, entrance conduit and EMT if needed to pass current electrical code.  |  |                    |                    |   |                    |
| 26   | <b>200 AMP panel in Stick Built Dwelling:</b><br><b>(Bid per one)</b>  | 1800 <sup>00</sup> | 1400 <sup>00</sup> | 1 | 3200 <sup>00</sup> |
| 27   | <b>200 AMP panel in Mobile Home:</b><br><b>(Bid per one)</b>   | 1800 <sup>00</sup> | 1400 <sup>00</sup> | 1 | 3200 <sup>00</sup> |
| 28   | <b>125 AMP panel in Stick Built Dwelling:</b><br><b>(Bid per one)</b>  | 1700 <sup>00</sup> | 1300 <sup>00</sup> | 1 | 3000 <sup>00</sup> |
| 29   | <b>125 AMP panel in Mobile Home:</b><br><b>(Bid per one)</b>   | 1700 <sup>00</sup> | 1300 <sup>00</sup> | 1 | 3000 <sup>00</sup> |
| 30   | <b>100 AMP panel in Stick Built Dwelling:</b><br><b>(Bid per one)</b>  | 1700 <sup>00</sup> | 1250 <sup>00</sup> | 1 | 2950 <sup>00</sup> |
| 31   | <b>100 AMP panel in Mobile Home:</b><br><b>(Bid per one)</b>   | 1700 <sup>00</sup> | 1250 <sup>00</sup> | 1 | 2950 <sup>00</sup> |
| 32   | <b>Remove Existing Service Entrance and Install New Service Entrance to Code. Must include:</b> <ol style="list-style-type: none"> <li>Weatherhead, meter socket, entrance cable, entrance conduit, EMT, ground rod and ground wire, relocation of service entrance, (as per the utility) and other items needed to install new service entrance to current electrical code.</li> <li>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>The price shall include all materials and labor to install the service entrance.</li> </ol> <b>(Bid per one)</b> | 3500 <sup>00</sup> | 2900 <sup>00</sup> | 1 | 6400 <sup>00</sup> |

|                          |  |                    |                   |   |                    |
|--------------------------|--|--------------------|-------------------|---|--------------------|
| 33                       | <p><b>Install a Dedicated Separate Circuit in an Existing Electric Panel.</b></p> <ol style="list-style-type: none"> <li>Circuit must be 15 amp or 20 amp and be 110 volts</li> <li>This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required</li> <li>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>Installation must also include: Fishing the wire from the electric panel to the new location</li> </ol> <p><b>(Bid per one)</b></p>   | 800 <sup>00</sup>  | 450 <sup>00</sup> | 1 | 1250 <sup>00</sup> |
| 34                       | <p><b>Install a Dedicated Separate Circuit in an Existing Electric Panel.</b></p> <ol style="list-style-type: none"> <li>Circuit must be 30 amp 240 volts</li> <li>This shall include all materials and labor to install a separate circuit from the panel box to the place where the separate circuit is required.</li> <li>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>Installation must also : Fishing the wire from the electric panel to the new location</li> </ol> <p><b>(Bid per one)</b></p>  | 1000 <sup>00</sup> | 650 <sup>00</sup> | 1 | 1650 <sup>00</sup> |
| 35                       | <p><b>Install to Code an Approved Junction Box with Cover to Correct an Illegal Flying Splice.</b></p> <p><b>(Bid per one)</b></p>   | 129 <sup>00</sup>  | 40 <sup>00</sup>  | 1 | 169 <sup>00</sup>  |
| 36                       | <p><b>Install a Junction Box Cover on a Junction Box Where None Exists.</b></p> <p><b>(Bid per one)</b></p>  | 79 <sup>00</sup>   | 10 <sup>00</sup>  | 1 | 89 <sup>00</sup>   |
| 37                       | <p><b>Inspect All Visible Knob and Tube Wiring by a Licensed Journeymen Electrical Installer</b></p> <ol style="list-style-type: none"> <li>Submit a report on agency supplied electrical inspection and repair service form.</li> <li>Identify repairs needed to insulate around the knob and tube wiring.</li> <li>Electrical Inspector will sign off that the knob and tube wiring is suitable to install insulation around according to the current code.</li> <li>Non-approved wiring shall be written up and an estimate for cost of corrections should be given to Clackamas County Weatherization Program. <ul style="list-style-type: none"> <li>If the corrections would cost less than \$500.00 the journeyman electrician should make the corrections at the time of the knob and tube inspection.</li> <li>If the corrections would cost more than \$500.00 the journeyman electrician should notify the Clackamas County Weatherization Office for consideration of change order.</li> </ul> </li> </ol> <p><b>(Bid Per One)</b></p> | 749 <sup>00</sup>  | 100 <sup>00</sup> | 1 | 849 <sup>00</sup>  |
| 38                       | <p><b>Install a Grounded Outlet Within 25' of Furnace that is Located in the Attic or Concrete Floored Basement.</b></p> <p><b>Must include:</b></p> <ol style="list-style-type: none"> <li>All materials to install this item must be included in this bid price.</li> <li>The outlet cannot be installed on the same circuit as the furnace.</li> <li>The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded.</li> <li>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>All work must be performed to meet local codes.</li> </ol> <p><b>(Bid per one).</b></p>  | 800 <sup>00</sup>  | 450 <sup>00</sup> | 1 | 1250 <sup>00</sup> |
| 39                       | <p><b>Install a GFCI Protected Outlet Within 25' of the Furnace that is Located in the Crawl Space or Dirt Floor Basement.</b></p> <ol style="list-style-type: none"> <li>All materials to install this item must be included in this bid price.</li> <li>The outlet cannot be installed on the same circuit as the furnace.</li> <li>The outlet does not have to be installed on a separate circuit, if load requirements for the circuit are not exceeded.</li> <li>The PERMIT from appropriate governing body must be obtained - a copy must be submitted with the invoice for reimbursement.</li> <li>All work must be performed to meet local codes.</li> </ol> <p><b>(Bid per one).</b></p>  | 900 <sup>00</sup>  | 550 <sup>00</sup> | 1 | 1450 <sup>00</sup> |
| 40                       | <p><b>Diagnostic of an Electrical Problem with a write up of the Problem and Correction Stick Built/Mobile Home</b></p> <p>Complete diagnosis of electrical problem which could include breaker box, fuse box, circuits, outlets/switches, possible health and safety issues and other items identified by County staff. A written report of the problems found along with a written report of the required work to repair the problem/s must be submitted to the County. The report must include all major code violations, health and safety concerns and life threatening issues discovered during inspection.</p> <p><b>(Bid per One, the truck charge in Bid Item 1 does not apply)</b></p>   | 749 <sup>00</sup>  | 100 <sup>00</sup> | 1 | 849 <sup>00</sup>  |
| <b>Overall Bid Total</b> |  |                    |                   |   | <b>\$ 0.00</b>     |
| 41                       | <p><b>Miscellaneous Materials</b></p> <p>Materials are not part of the item bid price but necessary to complete all related work. (Indicate percent (%) markup not to exceed 20%)</p>  |                    | 20%               | 1 | 20%                |
| 42                       | <p><b>Hourly Rate</b></p> <p>Contractor's hourly shop/rate charged to the County for performing miscellaneous work not covered in the line items.</p> <p><b>(Bid per hour)</b></p>   | 89 <sup>00</sup>   |                   | 1 | 89 <sup>00</sup>   |

**PLEASE NOTE:** You must enter prices for items 41 and 42 in order to be considered responsive. These item prices are not calculated in your bid total, but will be your contracted pricing for these items.

**Energy Comfort & Construction LLC**  
15635 SE 114th Ave., Ste. 110  
Clackamas, OR 97015  
CCB# 160327

**PROPOSAL CERTIFICATION**  
**RFP #2021-36**

Submitted by: Energy Comfort & Construction, LLC  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Michael Pepelaskov Date: 5/19/21  
 Signature: [Handwritten Signature] Title: Owner/member  
 Email: info@ECC-LLC.com Telephone: 503-657-3434  
 Oregon Business Registry Number: 1220691-7 OR CCB # (if applicable): 160327

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |        |
|---|---|--------|
| PRODUCER<br>Montgomery & Graham<br>412 Jefferson Pkwy, Ste 100<br><br>Lake Oswego OR 97035                | CONTACT NAME: Gillian Baker   |        |
|   | PHONE (A/C, No, Ext): (503) 601-8305 FAX (A/C, No):<br>E-MAIL ADDRESS: certs@mymgteam.com |        |
| INSURED<br><br>Energy Comfort & Construction, LLC<br>15635 SE 114th Ave Ste 110<br><br>Clackamas OR 97015 | INSURER(S) AFFORDING COVERAGE   | NAIC # |
|   | INSURER A: Ohio Security Insurance Co   | 24082  |
|   | INSURER B: Ohio Casualty Insurance Co   | 24074  |
|   | INSURER C: SAIF Corporation   | 36196  |
|   | INSURER D:  |        |
|   | INSURER E:  |        |
|   | INSURER F:  |        |

COVERAGES CERTIFICATE NUMBER: 20/21 GL BA XS 21/22 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:              | Y                  | BKS54904064   | 10/01/2020              | 10/01/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>WA Stop Gap \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> AUTOS ONLY |                    | BAS54904064   | 10/01/2020              | 10/01/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |                    | USO57566296   | 10/01/2020              | 10/01/2021              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000<br>\$  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y N/A       | 966798        | 07/01/2021              | 07/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Clackamas County is named as additional insured provided this is required by prior written contract or prior written agreement per the attached endorsement.

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| Clackamas County<br>2051 Kaen Road<br><br>Oregon City OR 97045 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Gillian M Baker</i> |
|--|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

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| PROPERTY DAMAGE LIABILITY – ELEVATORS  | 2                  |
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### **B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### **C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - b) The construction, erection, or removal of elevators; or
    - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
  - c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV – Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II – Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under Section V – Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

July 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Four Seasons Heating and Air Conditioning for the  
Weatherization Specialty Contractors**

|  |  |
|--|--|
| <b>Purpose/<br/>Outcomes</b>               | To install HVAC specialty services related to weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and<br/>Fiscal Impact</b> | Total contract value is \$900,000.00   |
| <b>Funding Source</b>                      | Oregon Housing and Community Services  |
| <b>Duration</b>                            | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.   |
| <b>Previous Board<br/>Action</b>           | None   |
| <b>Strategic Plan<br/>Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities  |
| <b>Counsel Review</b>                      | June 29, 2021<br>Counsel Initials: AN  |
| <b>Procurement<br/>Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>  |
| <b>Contact Person</b>                      | Korene Mather, Weatherization Services Program Manager<br>971-806-7413   |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

*Healthy Families. Strong Communities.*

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

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

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Four Seasons Heating and Air Conditioning for the Weatherization Specialty Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #4233**

This Weatherization Services Contract (this “Contract”) is entered into between **Four Seasons Heating & Air Conditioning, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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 **Nine Hundred Thousand Dollars (\$900,000.00)**. 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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 subcontracting 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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.





## 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: Four Seasons Heating & Air Conditioning, Inc

Representative Name and Title: Christopher Hahn / President

Signature:

Date:

6/17/21

**Request for Proposals #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair  
SONYA FISCHER, Commissioner  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner  
MARK SHULL, Commissioner**

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**Gary Schmidt  
County Administrator**

**Ryan Rice  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 20, 2021**

**TIME: 2:00 PM, Pacific Time**

**PLACE: [Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

## SCHEDULE

|  |   |
|--|---|
| Request for Proposals Issued.....                | April 22, 2021                          |
| Protest of Specifications Deadline.....          | April 29, 2021, 5:00 PM, Pacific Time   |
| Deadline to Submit Clarifying Questions.....     | May 13, 2021, 5:00 PM, Pacific Time     |
| Request for Proposals Closing Date and Time..... | May 20, 2021, 2:00 PM, Pacific Time     |
| Deadline to Submit Protest of Award.....         | Seven (7) days from the Intent to Award |

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.345(2), SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

**"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### 3.2.1. SPECIAL CONSIDERATIONS

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
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. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. 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.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 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. 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;
- iii. 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.

Contractors 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

### **3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 work, hazard statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

#### **3.4.4.1. Licensing/Endorsements/Disqualification**

##### **Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 EVALUATION CRITERIA**

| <u>Category</u>   | <u>Points available:</u> |
|---|--------------------------|
| Proposer's General Background and Qualifications (Attachment A) | 0-40                     |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                     |
| <b>Total available points</b>                                   | <b>0-100</b>             |

**\*\* Applicants may submit price sheets for multiple specialties, if applicable.**

**4.3 SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. **PROPOSAL COMPONENTS**

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**



Four Seasons Heating & Air Conditioning, Inc.

CCB# 97152

Contact Person: Christopher Hahn

Chris@FourSeasonsHeatAir.com

(503) 538-1950

1005 S Industrial Pkwy

Newberg, OR 97132-7435

**Four Seasons Heating & Air Conditioning, Inc. RFP Response to:  
RFP#2021-36 for Weatherization Major Measure and Specialty Contractor**

**5/17/21**

## ATTACHMENT A

### Weatherization Major Measure and Specialty Contractor Proposal Template

*Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.*

**1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.**

Four Seasons Heating & Air Conditioning, Inc. is a heating & cooling company that focuses exclusively on providing heating and cooling services for existing homes. This includes all necessary exhaust systems, ductwork, electrical work, indoor air quality systems, gas piping, metal work, controls and other items necessary to accomplish any gas or electric furnace, air conditioner, heat pump, or ductless heat pump system.

**2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

See the attached separate sheet of paper.

**3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).**

Four Seasons Heating & Air Conditioning, Inc. which has been an Oregon CCB contractor since 1994 is solely dedicated to the installation of heating and cooling systems in residential homes. We currently install over 1,000 new heating and cooling systems in existing homes each year. We carry a 4.9/5 customer rating on Google from our customers, and a 5/5 star rating with the Energy Trust of Oregon. We work with not only PGE, but all PUDs within Clackamas County. This is all to say, we are one of the largest existing home HVAC contractors in the Portland Metro area.

**4. List any applicable certifications and/or trainings.**

Each of our project leads carry their refrigerant licenses, NATE certifications, PTCS certifications, and on applicable projects, their Lead Renovator Repair & Painting certifications. In addition, each technician completes the HVAC program classes offered through PCC.

**5. Identify key individuals that would be assigned to this project and list their credentials/experience.**

Travis Burklund, Jeremy Russel and Mike Hahn will be the primary individuals assigned to this program. Each of these employees carry their refrigerant licenses, NATE certifications, PTCS certifications, and Lead Renovator Repair & Painting certifications. Travis has been with the company for 16 years and is proficient in installation of every type of equipment we install. Jeremy is an installer and service technician who has been with Four Seasons for 6 years after working in the industry for another year prior to joining our team. Mike, in addition to being part owner in the business is capable of installation and trouble-shooting on all of the equipment we install.

**6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.**

Four Seasons Heating & Air Conditioning, Inc. currently has contracts with Clackamas County Weatherization, Washington County's Community Action program, and Yamhill Community Action Program. All of which offer comparable services to those provided by CCW's program. The net total of projects of this category completed on a yearly basis are as follows: 2016: 71, 2017:87, 2018:74, 2019:58, 2020: 77. In addition to this work completed for public entities, we currently have a contract with Washington County's Wood Stove Exchange program. We are very familiar with all of the practices and requirements of working with the CCW program and look forward to doing so in years to come.

**2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

Four Seasons Heating & Air Conditioning, Inc. is an equal opportunity employer. In order to encourage a more diverse workforce, our hiring practices include writing job descriptions with inclusive language. In addition, we attempt to use hiring channels available to all candidates. In the hiring process and through continued career development, we always attempt to provide vertical and horizontal career opportunities. Diversity in thought will help us to achieve our goal to recruit, train, promote and retain our most valuable asset: our team.

Four Seasons Heating & Air Conditioning, Inc. pays for healthcare for all employees, as well as a minimum of half of their employee's family healthcare. We provide a 401K profit sharing plan with contribution matching. We provide paid vacation, paid personal time off, company vehicles for each project lead, we provide all tools for employees, pay for all trainings, uniforms and laundering services, yearly bonuses, and performance incentive programs.

|   |  |
|---|--|
| Oregon CCB Number   | 97152  |
| SAM.GOV Registration/DUNS Number  | 826459984  |
| CCB Lead-Based Paint Renovation Contractors License Number  | LBPR97152  |
| Lead Renovation Repair and Painting Program Employee Certifications   | RI-41-R009-19-62-1519, RI-41-R009-19-62-1530, RI-41-R009-19-62-1516  |
| Employer Identification Number  | 93-1135757   |
| <b>References:</b><br>Provide three (3) references for clients your firm has served in the past three (3) years | <b>One client that has engaged the firm in the past 36 months:</b><br><br>Name: Tyler Spencer<br>Address: 211 Stanley St, Amity OR 97101<br>Email: christinariggs25@gmail.com<br>Telephone: 503-931-5539 |
|   | <b>One long-term client:</b><br><br>Name: Jennifer Woodard<br>Address: 10097 SW Woodard Ln, Tigard OR 97223<br>Email: Jennifer.Woodard46@yahoo.com<br>Telephone: 503-523-8310                            |
|   | <b>One other client:</b><br><br>Name: Jason Nide<br>Address: 12445 NW 28th Ave, North Plaine OR 97133<br>Email: jlike719@yahoo.com<br>Telephone: 503-213-0542  |

Provide other relevant information, if any.

It has always been part of our ownership team's philosophy to do the right thing. In this case, we feel that helping those in our community get cost effective, reliable heating and cooling in their homes is just that. These projects we work on together help those in our community who often times would go unserved or underserved and it gives them the opportunity to continue to live in their homes instead of being forced out. We would very much love to be able to continue working with CCW in this program for years to come.

Please also note that some of the efficiency requirements like 9.5 HSPF can greatly increase the cost of the project past even 9.0 HSPF or 8.5 HSPF. If there are ever times where budget cannot allow for full cost measures and lower cost options could work within the requirements of CCW, please just ask. We are always happy to try to find a way to keep another community member healthy and safe in their homes!

Clackamas County Weatherization  
104 11<sup>th</sup> Street  
Oregon City, OR 97045  
503-650-3335  
weatherization@clackamas.us

APPLICANT/VENDOR NAME: Four Seasons Heating & Air Conditioning, Inc.

Instructions:

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

| LINE ITEM | LINE ITEM DESCRIPTION   | Bid Units | Bid Price | Total |
|-----------|---|-----------|-----------|-------|
| 1         | <b>Furnish &amp; Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one)</b><br>1. Remove old thermostat.<br>2. Furnish new sight-impaired thermostat for furnace.<br>3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification.<br>4. Replace thermostat shall have a heat anticipator.<br>5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred.<br>• Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters. |           |           | 225   |
| 2         | <b>Furnish &amp; Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one)</b><br>1. Install new thermostat wiring to code.<br>2. New thermostat location must be code approved.   |           |           | 314   |
| 3         | <b>Furnish &amp; Install Dedicated Circuit. (Bid per one)</b><br>1. Furnish and Install a dedicated circuit in an existing electric panel capable of handling the load of a new heat pump, 115V service outlet<br>2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.   |           |           | 650   |
| 4         | <b>Furnish &amp; Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one)</b><br>1. To be installed in crawl space or attic as required by local code.<br>2. Bid shall include all materials and labor to install these items.<br>3. Must include a permit from the local building enforcement jurisdiction.  |           |           | 315   |
| 5         | <b>Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot)</b><br>1. Duct must be the same diameter as the output / supply ducts on each side of the mobile home.   |           |           | 55    |
| 6         | <b>Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new supply duct run to the room needed from the main trunk or plenum.  |           |           | 35    |
| 7         | <b>Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.  |           |           | 55    |
| 8         | <b>Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one)</b><br>1. New register must be screwed to the surface and have a damper.<br>2. New register must be white or brown.<br>3. New register must be installed to local mechanical code.  |           |           | 45    |

|    |   |  |  |     |
|----|---|--|--|-----|
| 9  | <b>Add or Replace a Cold Air Return Up to 16 Inches x 24 Inches Made of Metal. (Bid per one)</b><br>1. New return must be screwed to the surface.<br>2. New return must be white or brown.<br>3. New register must be installed to local mechanical code.   |  |  | 105 |
| 10 | <b>Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one)</b><br>1. Filter cabinet must be the same size as the cold air return.<br>2. Contractor must install the filter, minimum MERV 6 in the filter cabinet and leave two additional filters with the resident.<br>3. Filter cabinet must be installed to local mechanical code.  |  |  | 405 |
| 11 | <b>Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one)</b><br>1. Filter grill must be the same size as the cold air return.<br>2. Contractor must install the filter in the filter grill and leave two additional filters with the resident.<br>3. Filter grill must be white or brown.<br>4. Filter grill must be installed to local mechanical code.  |  |  | 225 |
| 12 | <b>Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Electric Furnaces and Heat Pumps. (Bid per one)</b><br>1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced.<br>2. Repair work may be conducted at the time of the evaluation as long as the total cost does not exceed \$500. Repair work must be installed to local mechanical code.<br>3. Fax or email the evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner.<br><ul style="list-style-type: none"> <li>Note: The contractor doing the evaluation may not receive the repair or replacement work unless the repair work is less than \$500.</li> </ul>  |  |  | 89  |
| 13 | <b>Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one)</b><br>1. Respond to NO HEAT situation within 18-24 hours of receiving the fax work order from the Weatherization Program.<br>2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder.<br>3. If repair is \$500 or less, complete the repair at the time of the visit.<br>4. If repair exceeds \$500 call the Weatherization Program for approval.<br>5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price.<br>6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace. |  |  | 89  |
| 14 | <b>Electrical Furnace Tune-Up. (Bid per one)</b><br>1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM) specifications.<br>2. Inspect blower belt for wear and tension, replace as needed.<br>3. Oil blower motor and clean fan blades.<br>4. Check thermostat operation and set heat anticipator if needed.<br>5. Inspect wiring for frayed or burnt wiring and loose connection.<br>6. Test continuity for each element circuit component.<br>7. Check sequencer and control systems for proper operation.<br>8. Report findings to the Weatherization Program.  |  |  | 99  |
| 15 | <b>Air Conditioner/Heat Pump Tune-Up. (Bid per one)</b><br>1. Materials used shall meet or exceed Original Equipment Manufacturer (OEM).<br>2. Inspect blower belt for wear and tension, replace if needed.<br>3. Oil blower motor and clean fan blades.<br>4. Clean A coil and fins, provide 2 filters.<br>5. Check thermostat operation and set heat anticipator if needed.<br>6. Test continuity for each element circuit component, if electric back up system.<br>7. Check sequencer and control systems for proper operation.<br>8. Check refrigerant pressure and charge if necessary.<br>9. Conduct a static pressure test.<br>10. Report findings to the Weatherization Program.   |  |  | 99  |

|     |  |  |  |       |
|-----|--|--|--|-------|
| 16  | <p><b>Remove and Replace Existing Outdoor Heat Pump Unit, with a new Heat Pump unit up to 2.5 Tons. (Bid per one)</b><br/> Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book</p> <ol style="list-style-type: none"> <li>1. The installation must meet the manufacturer's specifications, and meet local mechanical codes</li> <li>2. Conduct a static pressure test and report finding to the Weatherization Program.</li> <li>3. New installation shall include new matching indoor air handler unit.</li> <li>4. Indoor A coil, TXV valve.</li> <li>5. 10 KW back up heat strips.</li> <li>6. Insulated refrigerant lines.</li> <li>7. New 115V and 230V if needed.</li> <li>8. Permits for installation are required.</li> <li>9. Contractor must submit proof of mechanical permit with invoice in order to receive payment.</li> <li>10. Make sure back up heat source is operational prior to leaving job site.</li> <li>11. Include all parts and labor required to attach new heat pump to existing refrigerant lines.</li> <li>12. Removal of old system and Freon capture is included in price when removing and installing new HP.</li> <li>13. Seal plenum with mastic when installing new HP.</li> <li>14. Must Provide AHRI certificate with invoice. <ul style="list-style-type: none"> <li>• <i>NOTE: The appliance vendor/contractor recovering the refrigerant must possess CFC certification by EPA-approved section 608 Type I, or universal certification</i></li> </ul> </li> </ol> |  |  | 8090  |
| 17  | <p><b>New Heat Pump Install – Line Items 17a to 17d <u>MUST</u> include the Following Items:</b></p> <ol style="list-style-type: none"> <li>1. Install must meet manufacturer's specifications.</li> <li>2. Minimum HSPF 9.5 EER 12.5 or higher.</li> <li>3. New installation shall include new indoor air handler unit and provide 2 air filters, minimum MERV 6.</li> <li>4. Indoor A coil, insulated refrigerant lines, and outdoor coil.</li> <li>5. TXV valve</li> <li>6. UL listed.</li> <li>7. Install outdoor thermostat w/ 40 degree auxiliary heat lockout and Indoor Thermostat Programmable such as LUX DMH 110 or equivalent.</li> <li>8. 10KW back-up heat strip.</li> <li>9. Make sure back up heat source is operational prior to leaving job site.</li> <li>10. Removal and disposal of old system.</li> <li>11. All electrical connections including new 115V and 230V dedicated circuits.</li> <li>12. Seal connection to plenum with mastic when installing new system.</li> <li>13. Must Provide AHRI certificate with invoice.</li> </ol>  |  |  |       |
| 17A | <b>New Heat Pump Install at 1.5 tons (Bid per one)</b>   |  |  | 9985  |
| 17B | <b>New Heat Pump Install at 2.0 tons (Bid per one)</b>   |  |  | 9985  |
| 17C | <b>New Heat Pump Install at 2.5 tons (Bid per one)</b>   |  |  | 10185 |
| 17D | <b>New Heat Pump Install at 3.0 tons (Bid per one)</b>   |  |  | 10785 |
| 18  | <p><b>Ductless Heat Pumps Models - Line Items 18A to 18D <u>MUST</u> meet the following specifications (Bid per one head) Daikin or Mitsubishi System or equivalent:</b></p> <ol style="list-style-type: none"> <li>1. Must have variable speed compressor ("inverter technology") – providing more efficient operation to match the heating/cooling needs of the house under a variety of weather conditions.</li> <li>2. Must be listed in the AHRI directory and provide at least 50 percent of rated capacity efficient operation when outside air is 17° F. and have no built-in electric resistance heat.</li> <li>3. Appliance must have a HSPF of as indicated per line item.</li> <li>4. Bid includes the following: <ol style="list-style-type: none"> <li>a. All refrigerant lines to each indoor head/unit.</li> <li>b. Complete charge of refrigerant lines.</li> <li>c. Line set cover to be included with the installation</li> <li>d. All electrical permits by the governing body must be included with the invoice.</li> <li>e. All necessary electrical dedicated circuits' 115V service outlet and 230V dedicated circuit.</li> <li>f. Level pad installed under unit.</li> <li>g. Installation of indoor head in largest room in home (e.g. living room), including material required for wall mount, cutting/patching wall board, flashing, caulk, etc.</li> <li>h. Installation of condensate system, including all drainage, and pump if needed.</li> </ol> </li> </ol>  |  |  |       |
| 18A | <b>Install Ductless Mini-Split Heat Pump System – 1.5 Ton Outdoor Unit, minimum 11.0 HSPF (Bid per one head)</b>   |  |  | 5485  |

|     |  |  |  |      |
|-----|--|--|--|------|
| 18B | Install Ductless Mini-Split Heat Pump System – 2.0 Ton Outdoor Unit, minimum 10.0 HSPF<br>(Bid per one head)   |  |  | 6245 |
| 18C | Install Ductless Mini-Split Heat Pump System – 2.5 Ton Outdoor Unit, minimum 9.0 HSPF<br>(Bid per one head)  |  |  | 7025 |
| 18D | Install Ductless Mini-Split Heat Pump System – 3.0 Ton Outdoor Unit, minimum 9.0 HSPF<br>(Bid per one head)  |  |  | 7025 |
| 19  | Install Ductless Mini-Split Heat Pump System—Each Additional Head. (Bid per head)<br>Bid to Include:<br>a. All refrigerant lines.<br>b. Line set cover<br>c. All necessary electrical connections and dedicated circuits.<br>d. Material required for wall mount, cutting/patching wall board, flashing, caulk, etc.<br>e. Installation of condensate system, including all drainage and pump if needed.   |  |  | 1775 |
| 20  | Perform & Record Heat Rise Test on Furnace. (Bid per test)<br>1. Test shall be performed by taking one reading on the supply air.<br>2. A second test reading shall be performed on the return air.<br>3. With the two readings, a heat rise test will be compared to that recommended by the furnace manufacturer and the furnace fan shall be adjusted accordingly.<br>4. Test results with any corrective measures taken shall be submitted with the invoice to the Weatherization Program  |  |  | 89   |
| 21  | Perform & Record Static Pressure. (Bid per one)<br>1. Perform a static pressure test, make necessary corrections and report the findings to the Weatherization Program in either inches of water/column or Pascal's  |  |  | 189  |
| 22  | Air Balance a Forced Air HVAC System Using a Flow Hood. (Bid per one)<br>1. Air Balance a Forced Air HVAC system using a Flow Hood.<br>2. Conduct the pre and post tests and make adjustments as necessary and record on a data form. The completed pre and post data must be completed on a separate document and attached to the contractor's invoice.   |  |  | N/A  |
| 23  | Remove and Replace 'A' Coil; heat pumps. (Bid per one)   |  |  | 1820 |
| 24  | Install outdoor thermostat on existing heat pump. (Bid per one)  |  |  | 225  |
| 25  | Install programmable thermostat (as option for all furnace types). (Bid per one)<br>1. For electric heat pumps use such as LUX DMH 110 or equivalent with the following settings, 0 degree- compressor lockout, 35 degree-auxiliary heat lockout, 0-extended fan time heating, 90-extended fan time cooling.   |  |  | 225  |
| 26  | Install a Programmable Hard wired T-Stat for mini splits (Bid per one)   |  |  | 520  |
| 27  | Reduce fan speed on existing furnace. (Bid per one)<br>1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment).<br>2. Document test results on invoice.   |  |  | 189  |
| 28  | Furnish and Install Condensate Pump. (Bid per one)<br>1. Bid to include all connections necessary for functional condensate system, including drainage.  |  |  | 562  |
| 29  | Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system.)<br>1. Install in conjunction with existing duct system.<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid shall include:<br>a. All electrical connections.<br>b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of HRV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |  |  | N/A  |
| 30  | Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system)<br>1. Install in conjunction with existing duct system.<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid shall include:<br>a. All electrical connections.  |  |  | N/A  |

|    |  |  |  |     |
|----|--|--|--|-----|
|    | b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of ERV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |  |  |     |
| 31 | Remove and Replace Element on Electric Furnace. (Bid per element)  |  |  | 520 |
| 32 | Remove and Replace High Limit Switch – All furnaces. (Bid per one)<br>1. Maximum temperature shall be no higher than 180 degrees.  |  |  | 271 |
| 33 | Remove and Replace Furnace Sequencer – Electric Furnaces. (Bid per one)  |  |  | 271 |
| 34 | Remove and Replace Furnace Transformer – All furnaces. (Bid per one)   |  |  | 379 |
| 35 | Remove and Replace Furnace Fan Switch – All furnaces. (Bid per one)  |  |  | 281 |

| Additional Details to Line Items Above, If Necessary |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |

Clackamas County Weatherization  
104 1<sup>st</sup> Street  
Oregon City, OR 97045  
503-650-3335  
weatherzation@clackamas.us

APPLICANT/VENDOR NAME: Four Seasons Heating & Air Conditioning, Inc.

**Instructions:**

If applicable, print out this form and hand-write your pricing for the HVAC items listed. Write legibly and don't forget to submit with your proposal by the due date.

| LINE ITEM | LINE ITEM DESCRIPTION – FURNACE COMPONENTS   | Bid Units | Bid Price | Total |
|-----------|--|-----------|-----------|-------|
| 1         | <b>Furnish &amp; Install Sight-Impaired Thermostat For Heating and Cooling Systems. (Bid per one)</b><br>1. Remove old thermostat.<br>2. Furnish new sight-impaired thermostat for furnace.<br>3. Replacement thermostat shall meet or exceed original electrical and mechanical Specification.<br>4. Replace thermostat shall have a heat anticipator.<br>5. Thermostat shall be readable by the sight-impaired. A large digital readout is preferred. <ul style="list-style-type: none"> <li>• Replacement thermostats include electric, gas, oil and propane furnaces, heat pumps / air conditioners and electric baseboard or in-wall electric heaters.</li> </ul> |           |           | 225   |
| 2         | <b>Furnish &amp; Install Thermostat Wiring For Heating and Cooling Systems. (Bid per one)</b><br>1. Install new thermostat wiring to code.<br>2. New thermostat location must be code approved.  |           |           | 314   |
| 3         | <b>Furnish &amp; Install Dedicated Circuit. (Bid per one)</b><br>1. Furnish and install a dedicated circuit in an existing electric panel capable of handling the load of a new gas furnace to code.<br>2. Bid shall include all materials and labor to install this circuit. Must include a permit from the local building enforcement jurisdiction.  |           |           | 650   |
| 4         | <b>Furnish &amp; Install GFCI Protected Outlet with a Light Switch and Light. (Bid per one)</b><br>1. To be installed in crawl space or attic as required by local code.<br>2. Bid shall include all materials and labor to install these items.<br>3. Must include a permit from the local building enforcement jurisdiction.   |           |           | 315   |
| 5         | <b>Furnish &amp; Install Flue Pipe (B-vent) for Gas Appliance. (Bid per linear foot)</b><br>1. Furnish and install double-wall pipe from appliance to chimney or appliance to outside.   |           |           | 45    |
| 6         | <b>Furnish &amp; Install Flue Pipe (Single Wall) for Gas Furnace. (Bid per linear foot)</b><br>1. Furnish and install single-wall flue pipe from furnace to chimney.   |           |           | N/A   |
| 7         | <b>Install Additional Combustion Air up to Four (4) Grills in Appliance Enclosure. (Bid per set of four (4), two (2) on each side of the door)</b><br>1. This application will be applied when the space in which fuel-burning appliances are located and does not meet the criteria for indoor air.<br>2. One opening shall be within 12-inches of the bottom of the space and 12-inches from the ceiling.<br>3. Sizing of combustion air grills must meet local code in effect at the time the work is being performed.  |           |           | 198   |

|                  |   |                  |                  |              |
|------------------|---|------------------|------------------|--------------|
| 8                | <b>Install Outside Combustion Air to Appliance. (Bid per linear foot)</b><br>1. Outside combustion air shall be supplied through ducts that are at least six (6) inches in diameter and 26 gauge metal, extending from the appliance room to the outdoors.  |                  |                  | 55           |
| <b>LINE ITEM</b> | <b>LINE ITEM DESCRIPTION – DUCTING COMPONENTS</b>   | <b>Bid Units</b> | <b>Bid Price</b> | <b>Total</b> |
| 9                | <b>Install Cross Over Duct in a Mobile Home 26 Gauge Metal Duct. (Bid per linear foot)</b><br>1. Duct must be the same diameter as the supply ducts on each side of the home.   |                  |                  | 105          |
| 10               | <b>Add a Supply Duct 26 Gauge Metal Duct up to 8 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new supply duct run to the room needed from the main trunk or plenum.  |                  |                  | 35           |
| 11               | <b>Add a Cold Air Return 26 Gauge Metal Duct up to 14 Inches in Diameter. (Bid per linear foot)</b><br>1. Install a new cold air return duct run to the room needed from the main cold air return trunk or plenum.  |                  |                  | 55           |
| 12               | <b>Add or Replace a Supply Register up to 6 Inches x 14 Inches Made of Metal. (Bid per one)</b><br>1. New register must be screwed to the surface and have a damper.<br>2. New register must be white or brown.   |                  |                  | 45           |
| 13               | <b>Add or Replace a Cold Air Return Register Up to 16 Inches x 24 Inches Made of Metal. (Bid per one)</b><br>1. New register must be screwed to the surface.<br>2. New register must be white or brown.   |                  |                  | 105          |
| 14               | <b>Install a Filter Cabinet on Cold Air Return Side of the Furnace. (Bid per one)</b><br>1. Filter cabinet must be the same size as the cold air return.<br>2. Contractor must install the filter in the filter cabinet and leave two additional filters with the resident.   |                  |                  | 405          |
| 15               | <b>Remove the Cold Air Return Grill and Install a Filter Grill at the Cold Air Return Opening. (Bid per one)</b><br>1. Filter grill must be the same size as the cold air return.<br>2. Contractor must install the filter in the filter grill and leave two additional filters with the resident.<br>3. Filter grill must be white or brown.   |                  |                  | 225          |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – EQUIPMENT EVALUATIONS</b>   | <b>Bid Units</b> | <b>Bid Price</b> | <b>Total</b> |
| 16               | <b>Time to Evaluate Dead Furnace and write up Scope of Work Proposal for Stick Built or Mobile Homes with Gas Furnaces. (Bid per one)</b><br>1. Indicate what is needed to repair the furnace or indicate that the furnace needs to be replaced.<br>2. Minor repair work may be conducted at the time of the evaluation as long as the total cost (evaluation & repair) does not exceed \$500.<br>3. Fax or email written evaluation to the Weatherization Program within 24 hours of completing the evaluation or the next business day whichever one is sooner.<br>4. If repair work is over \$500.00, Weatherization must be notified and will determine next steps.   |                  |                  | 89           |
| 17               | <b>Respond to NO HEAT Situation Within 18-24 Clock Hour Period. (Bid per one)</b><br>1. Respond to NO HEAT situation within 18-24 hours of receiving the emailed work order from the Weatherization Program.<br>2. If the lowest bid contractor cannot respond within the 18-24 hour period, the Weatherization Program reserves the right to go to the next lowest bidder.<br>3. If minor repair is \$500 or less, complete the repair at the time of the visit.<br>4. If repair exceeds \$500 call the Weatherization Program for next steps.<br>5. If the furnace must be replaced and your company is the lowest bidder for that replacement item the Weatherization Program will approve the replacement at the bid price.<br>6. If your company is not the lowest bidder for the replacement item and the lowest bidder can install the furnace within 24-48 hours, the Weatherization Program reserves the right to have the contractor with the lowest bid install the furnace. |                  |                  | 89           |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – GAS FURNACE</b>   | <b>Bid Units</b> | <b>Bid Price</b> | <b>Total</b> |

|                  |  |                  |                  |              |
|------------------|--|------------------|------------------|--------------|
| 18               | <b>Furnish and Install Energy Star 96% plus AFUE Gas Furnace up to 120,000 BTU (Bid per one)</b><br>1. The installation must meet the manufacturer's Specifications. Inspect blower belt for wear and tension, replace as needed.<br>2. This item shall include, but not be limited to, all equipment, electrical, venting and materials necessary to install new furnace and connect existing ductwork to new furnace.<br>3. Install a filter cabinet on cold air return side of the furnace, and provide 2 air filters, minimum MERV 6.  |                  |                  | 4295         |
| 19               | <b>Furnish &amp; Install 78% AFUE Wall Mounted Gas Furnace with Fan Switch (Exterior / Direct Vent). (Bid per one)</b><br>1. The installation must meet the manufacturer's Specifications.<br>2. This item shall include, but not be limited to, all equipment and material necessary to install new furnace including the venting materials, and condensate pump when needed (including drainage).<br>3. Disposal of the old furnace in accordance with the rules and regulations of the State of Oregon.   |                  |                  | 3295         |
| 20               | <b>Furnish &amp; Install Energy Star Rated Direct Vent Gas Furnace. (Bid per one)</b><br>Efficiency rating is defined in the most recently published GAMA Efficiency Certification Book<br>1. The installation must meet the manufacturer's specifications, and meet local mechanical codes<br>2. This item shall include all material and labor necessary to install new furnace to code.   |                  |                  | N/A          |
| 21               | <b>Furnish &amp; Install Gas Shutoff Valve for Furnace, Gas Stove and / or Gas Water Heater. (Bid per one)</b><br>1. Install must meet manufacturer's specifications.<br>2. This item shall include all material and labor necessary to install new furnace to code.   |                  |                  | 232          |
| 22               | <b>Natural Gas Boiler Tune Up – (Bid per one)</b>  |                  |                  | N/A          |
| 23               | <b>Perform Gas Furnace Tune-up. (Bid per one)</b>  |                  |                  | 99           |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – GAS RANGE/STOVE</b>  | <b>Bid Units</b> | <b>Bid Price</b> | <b>Total</b> |
| 24               | <b>Perform Gas Range Stove Tune-Up. (Bid per one complete unit)</b><br>1. Clean burners<br>2. Perform carbon monoxide test on oven and burners.<br>3. Check for burner operation, flame color and flame rollout.<br>4. Carbon Monoxide shall not exceed 200 PPM as measured or 800 PPM airfree in oven   |                  |                  | N/A          |
| 25               | <b>Furnish &amp; Install Gas Range / Stove. (Bid per one)</b><br>1. Install to manufacturer's specifications   |                  |                  | N/A          |
| <b>LINE ITEM</b> | <b>LINE ITEM DETAIL – MISCELLENEOUS</b>  | <b>Bid Units</b> | <b>Bid Price</b> | <b>Total</b> |
| 26               | <b>Reduce fan speed on existing furnace. (Bid per one)</b><br>1. Measure static pressure and heat rise after reducing fan speed (heat rise not to exceed manufacturer's recommendation after adjustment).<br>2. Document test results on invoice.  |                  |                  | 189          |
| 27               | <b>Add PVC Vent Pipe – per linear foot supply and exhaust.</b><br>1. Bid to include termination to outside and all connections.<br>2. Includes exhaust and supply air termination in excess of 18 inches from one another.   |                  |                  | 35           |
| 28               | <b>Furnish and Install Condensate Pump. (Bid per one)</b><br>1. Bid to include all connections necessary for functional condensate system, including drainage.   |                  |                  | 562          |
| 29               | <b>Furnish and Install Heat Recovery Ventilation System (HRV). (Bid per system)</b><br>1. Install in conjunction with existing duct system,<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid shall include:<br>a. All electrical connections.<br>b. Pressure balancing, pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of HRV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |                  |                  | N/A          |

|    |   |  |  |     |
|----|---|--|--|-----|
| 30 | <b>Furnish and Install Energy Recovery Ventilation System (ERV). (Bid per system)</b><br>1. Install in conjunction with existing duct system.<br>2. Build additional ductwork per appropriate bid item.<br>3. Bid to Include:<br>a. All electrical connections.<br>b. Pressure balancing; pressure in fresh air supply and return ducts during operation must be equal.<br>4. System shall operate in conjunction with furnace air handler.<br>5. Contractor shall determine appropriate size of ERV based on volume of home.<br>6. Document static pressure test in all four duct areas: furnace supply, furnace return, fresh air supply, fresh air return. |  |  | N/A |
| 31 | <b>Remove and Replace High Limit Switch – All furnaces. Maximum temperature shall be no higher than 180 degrees. (Bid per one)</b>  |  |  | 271 |
| 32 | <b>Remove and Replace Furnace Sequencer (Bid per one)</b>   |  |  | 271 |
| 33 | <b>Remove and Replace Furnace Transformer (Bid per one)</b>   |  |  | 379 |
| 34 | <b>Remove and Replace Furnace Fan Switch (Bid per one)</b>  |  |  | 281 |

| Additional Details to Line Items Above, If Necessary |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |

Attachment F

**PROPOSAL CERTIFICATION**

RFP #2021-36

Submitted by: Four Seasons Heating & Air Conditioning, Inc., Oregon  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Christopher Hahn Date: 5/11/2021  
 Signature: [Signature] Title: President  
 Email: chris@fourseasonshetair.com Telephone: 503-538-1450  
 Oregon Business Registry Number: 383940-86 OR CCB # (if applicable): 97152

Business Designation (check one):  
 Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120  
 Non-Resident Quote. Resident State: \_\_\_\_\_



July 29, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of a Contract with Good Energy Retrofit for the  
Weatherization Major Measure Contractors**

|  |   |
|--|---|
| <b>Purpose/<br/>Outcomes</b>               | To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and<br/>Fiscal Impact</b> | Total contract value is \$1,050,000.00  |
| <b>Funding Source</b>                      | Oregon Housing and Community Services   |
| <b>Duration</b>                            | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.  |
| <b>Previous Board<br/>Action</b>           | None  |
| <b>Strategic Plan<br/>Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities   |
| <b>Counsel Review</b>                      | June 29, 2021<br>Counsel Initials: AN   |
| <b>Procurement<br/>Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>   |
| <b>Contact Person</b>                      | Korene Mather, Weatherization Services Program Manager<br>971-806-7413  |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

*Healthy Families. Strong Communities.*

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

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

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Good Energy Retrofit for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #4234**

This Weatherization Services Contract (this “Contract”) is entered into between **Good Energy Retrofit LLC** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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 11245 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 (42 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.

**Section 41. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Section 42. Further Assurances.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

**Section 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Good Energy Retrofit LLC

*Christine Grube*

6-13-21

Authorized Signature

Date

Christine M. Grube

Name / Title Printed

194841

CCB License Number

790523-96

Oregon Business Registry Number

DLLC/Oregon

Entity Type / State of Formation

Clackamas County

Chair

Recording Secretary

Approved as to from.

*[Signature]*  
County Counsel

06/29/2021



## 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 #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARTHA SCHRADER, Commissioner**  
**MARK SHULL, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Ryan Rice**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** May 20, 2021

**TIME:** 2:00 PM, Pacific Time

**PLACE:** [Procurement@clackamas.us](mailto:Procurement@clackamas.us)

## SCHEDULE

|  |   |
|--|---|
| Request for Proposals Issued.....                | April 22, 2021                          |
| Protest of Specifications Deadline.....          | April 29, 2021, 5:00 PM, Pacific Time   |
| Deadline to Submit Clarifying Questions.....     | May 13, 2021, 5:00 PM, Pacific Time     |
| Request for Proposals Closing Date and Time..... | May 20, 2021, 2:00 PM, Pacific Time     |
| Deadline to Submit Protest of Award.....         | Seven (7) days from the Intent to Award |

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### **3.2.1. SPECIAL CONSIDERATIONS**

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
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. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. 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.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf> ) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 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. 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;
- iii. 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.

Contractors 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

#### **3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

##### **3.4.4.1. Licensing/Endorsements/Disqualification**

##### **Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 RFF throughout the life of the procurement and resulting contract (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

#### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 EVALUATION CRITERIA**

| <u>Category</u>   | <u>Points available:</u> |
|---|--------------------------|
| Proposer's General Background and Qualifications (Attachment A) | 0-40                     |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                     |
| <b>Total available points</b>                                   | <b>0-100</b>             |

**\*\*Applicants may submit price sheets for multiple specialties, if applicable.**

**4.3 SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business’s experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**

**Clackamas County  
2017-18 Weatherization Major Measure Contractors RFP**

Submitted by:

**Good Energy Retrofit, LLC**  
1132 SW 57<sup>th</sup> Ave.  
Portland, OR 97221  
503-318-1323  
kris@gerpdx.com

**Closing Date & Time: May 20, 2021. 2:00pm**

The information contained in this entire application 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.

## **ATTACHMENT A: Weatherization Major Measure and Specialty Contractor Proposal**

**Description of Firm:** Founded in 2011, Good Energy Retrofit, LLC (GER) is an Oregon COBID certified woman-owned general contracting construction company. We specialize in Home Performance with Energy Star assessments and whole home energy efficiency upgrades including insulation, windows, high efficiency heating and water heating, weatherization, and electrical installations, as well as seismic retrofits and general remodeling.

**Diversity & inclusion hiring practices:** Not only are we a certified woman owned firm, our staff is multi-cultural. We are proud to be an Equal Employment Opportunity and Affirmative Action employer. We do not discriminate based upon race, religion, color, national origin, gender, sexual orientation, gender identity or expression, age, status as a protected veteran, status as an individual with a disability, or other applicable legally protected characteristics.

**Business's experience and expertise installing weatherization measures and/or related specialty contractor services:** Our business and key individuals are expert at providing building science-based home weatherization and energy efficiency retrofits. We have completed over 1,000 BPI Home Performance Assessments and hundreds of energy efficiency retrofits on homes. We have a solid portfolio of work demonstrating our understanding of important factors such as pressure differentials, moisture movement, and ventilation needs. Kris Grube, the owner of the company, has 17 years of general construction experience and 12 years' energy efficiency and weatherization experience. Ernesto Melo, our Director of Construction Services has 21 years' weatherization installer and supervisory experience.

**List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training:** We have all the skills to perform the County's Work Assignments, including blower door, duct and CAZ testing, as well as pressure balancing. We are skilled working on both site-built and manufactured homes. In addition to general weatherization and insulation installation expertise, Ernesto, Emiliano and Sergio are all experienced with window and EPDM installations. Additional training and certifications for each individual are listed in the following question.

**Identify key individuals that would be assigned to this project and list their credentials and experience:**

Kris Grube is BPI, PTCS & Lead RRP Certified. Her company has consistently maintained a 5-star Energy Trust Rating. She has owned and operated construction businesses since 2003. Her construction career began with residential remodeling in 2003 and in 2008 she began specializing in weatherization and energy efficiency. Kris provides business administration for the company.

Ernesto Melo, our on-site lead, has built a 21-year career specialized in weatherization. In 2000, he started working as an installer and in 2004 he advanced to supervisor leading crews performing high volume insulation services. He has previously worked for firms such as All-

Weatherization, Gale, and Green Energy Solutions, serving individuals and large programs such as Clean Energy Works, Multnomah County and Clackamas County. He is highly skilled using blower doors, doing duct leakage testing and other building performance diagnostic testing. He is also skilled weatherizing manufactured homes. Ernesto is a certified EPDM installer and has his Lead RRP certificate, and he has received BPI and PTCS training.

Sergio Garcia joined GER in 2021. He comes with 5 years weatherization and insulation installation experience working at Performance Insulation. He is also skilled at duct and air sealing. He is a solid addition to our team, and we are grooming him for project management. He has his Lead RRP certification.

Emilio Mejia, will also work as an on-site lead when Ernesto is not available. He has 9 years' weatherization experience and is our lead carpenter and finishing crew member. He is skilled and experienced with air and duct sealing. He is EPDM certified and has his lead RRP.

**Description of services / work done for public entities of similar size within the past five (5) years:** Good Energy Retrofit has been a Clackamas County Weatherization contractor since 2018 and a Multnomah County Weatherization contractor since 2019. GER was a contractor for Enhabit (formerly Clean Energy Works) for 9 years, and they provided low-income contracting services for NAYA (The Native American Youth Alliance) and The City of Portland Housing Bureau for three years. Ernesto, while working for Green Energy Solutions, was also crew supervisor for the following Low-Income County Weatherization programs: Multnomah County projects from 2011 to 2016; Washington County from 2011 to 2012; and Clackamas County from 2015 to 2016.

Oregon CCB Number: 194841

DUNS Number: 080995153

Oregon Lead Based Paint Renovation Contractors License Number: LBPR194841

Employer Identification Number: 45-2959476

Oregon Women Owned Business (OWESB) Certification Number: 7544

**REFERENCES:**

**Jose Flores, Lead Weatherization Inspector**  
**Multnomah County Youth & Family Services Division**  
421 SW Oak St, Suite 200, Portland, OR 97204  
503-988-7436  
Jose.flores@multco.us

**Tim Miller, CEO**  
**Enhabit**  
1733 NE 7th Ave, Portland, OR 97212  
503.490.3014  
tim.miller@enhabit.org

**Eron Riddle, Community Development Project Coordinator**  
**NAYA Family Center**  
WX 2.0 Project Manager  
5135 NE Columbia Blvd, Portland, OR 97218  
eronriddle@gmail.com

## Attachment B

### Single Family Weatherization Major Measure Price List

**Vendor Name: GOOD ENERGY RETROFIT**

| #  | Qty. | MEASURE DESCRIPTION - ASHRAE  | Labor     | Material  | Total       |
|----|------|---|-----------|-----------|-------------|
| 1  | Ea.  | Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone     | \$ 850.00 | \$ 500.00 | \$ 1,350.00 |
| 2  | Ea.  | Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant     | \$ 950.00 | \$ 550.00 | \$ 1,500.00 |
| 3  | Ea.  | Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone | \$ 750.00 | \$ 450.00 | \$ 1,200.00 |
| 4  | Ea.  | Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant        | \$ 700.00 | \$ 550.00 | \$ 1,250.00 |
| 5  | Ea.  | Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less  | \$ 850.00 | \$ 500.00 | \$ 1,350.00 |
| 6  | Ea.  | Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail  | \$ 950.00 | \$ 550.00 | \$ 1,500.00 |
| 7  | Ea.  | Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with  | \$ 750.00 | \$ 450.00 | \$ 1,200.00 |
| 8  | LF   | Vent existing bathroom exhaust fan using 4" to 6" vent pipe   | \$ 50.00  | \$ 30.00  | \$ 80.00    |
| 9  | LF   | Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe   | \$ 50.00  | \$ 30.00  | \$ 80.00    |
| 10 | LF   | Vent existing kitchen range hood using 5" to 8" vent pipe   | \$ 80.00  | \$ 40.00  | \$ 120.00   |
| 11 | LF   | Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe   | \$ 80.00  | \$ 40.00  | \$ 120.00   |
| 12 | LF   | Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe   | \$ 80.00  | \$ 50.00  | \$ 130.00   |
| 13 | Ea.  | Install new exterior metal wall hood to existing bathroom   | \$ 200.00 | \$ 100.00 | \$ 300.00   |
| 14 | Ea.  | Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)  | \$ 230.00 | \$ 120.00 | \$ 350.00   |
| 15 | Ea.  | Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch  | \$ 400.00 | \$ 100.00 | \$ 500.00   |

|          |             |  |              |                 |              |
|----------|-------------|--|--------------|-----------------|--------------|
| 16       | Ea.         | Install Humidistat timer switch with multi humidity settings   | \$ 400.00    | \$ 100.00       | \$ 500.00    |
| 17       | Ea.         | Install bathroom exhaust fan mechanical switch – push button or wind up  | \$ 400.00    | \$ 100.00       | \$ 500.00    |
| 18       | Ea.         | Install pig tail for kitchen range hood  | \$ 550.00    | \$ 100.00       | \$ 650.00    |
|          |             |  |              |                 | \$ -         |
| 19       | Ea.         | Install New pig-tail with j-box to kitchen range hood  | \$ 550.00    | \$ 100.00       | \$ 650.00    |
| 20       | Per 100 CFM | ASHRAE air sealing-when not assigned to major measure  | \$ 80.00     | \$ 50.00        | \$ 130.00    |
| 21       | LF          | Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.               | \$ 30.00     | \$ 50.00        | \$ 80.00     |
| 22       | Ea.         | Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to    | \$ 30.00     | \$ 30.00        | \$ 60.00     |
| 23       | Ea.         | Install new metal R-49 roof vent   | \$ 100.00    | \$ 80.00        | \$ 180.00    |
| 24       | Ea.         | Remove and replace existing roof vent with new metal R-49  | \$ 100.00    | \$ 100.00       | \$ 200.00    |
| <b>#</b> | <b>Qty</b>  | <b>MEASURE DESCRIPTION – PRESSURE BALANCING</b>  | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 25       | Hourly      | Pressure balancing   | \$ 50.00     |                 | \$ 50.00     |
| 26       | Ea.         | Undercut door (up to 2’)   | \$ 90.00     |                 | \$ 90.00     |
| 27       | Ea.         | Furnish and Install by-pass grill to door min 16”x 8”  | \$ 110.00    | \$ 40.00        | \$ 150.00    |
| 28       | Ea.         | Install by-pass grill 16”x 4” – 16”x 8” in wall  | \$ 110.00    | \$ 40.00        | \$ 150.00    |
| 29       | Ea.         | Install by-pass grill 10”x 4” in ceiling, to include 6” flex jump-over duct up to 10 LF.                       | \$ 200.00    | \$ 100.00       | \$ 300.00    |
| 30       | Ea.         | Add inline damper to existing exhaust fan 4” to 7”   | \$ 180.00    | \$ 70.00        | \$ 250.00    |
| 31       | Ea.         | Install inline damper to kitchen fan or range hood.  | \$ 180.00    | \$ 50.00        | \$ 230.00    |
| <b>#</b> | <b>Qty</b>  | <b>MEASURE DESCRIPTION – HEALTH &amp; SAFETY</b>   | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 32       | Hr          | Lead safe Weatherization   | \$ 65.00     | \$ 30.00        | \$ 95.00     |
| 33       | Project     | Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials. | \$ 400.00    |                 | \$ 400.00    |
| 34       | Ea.         | Install critical barrier over confirmed/presumed asbestos duct bands   | \$ 100.00    | \$ 100.00       | \$ 200.00    |
| 35       | LF.         | Install combustion air vent to air tight wood stove or pellet stove  | \$ 40.00     | \$ 12.00        | \$ 52.00     |

|          |            |   |              |                 |              |
|----------|------------|---|--------------|-----------------|--------------|
| 3E       | LF.        | Install combustion air for non-air tight combustion appliance to the outdoors   | \$ 40.00     | \$ 12.00        | \$ 52.00     |
| 3F       | Ea.        | Install fresh air 80 or 100   | \$ 100.00    | \$ 60.00        | \$ 160.00    |
| 3E       | Sq.Ft.     | Install new 6-mil ground cover (if no floor insulation called for)              | \$ 0.20      | \$ 0.25         | \$ 0.45      |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – AIR INFILTRATION</b>                                   | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 3E       | 100 cfm    | Blower door directed air sealing - per 100 cfm reduction.                       | \$ 80.00     | \$ 50.00        | \$ 130.00    |
| 4C       | Sq.Ft.     | Air sealing with 2 part foam system   | \$ 1.00      | \$ 1.50         | \$ 2.50      |
| 4J       | Sq.Ft.     | Sheetrock patching  | \$ 15.00     | \$ 8.00         | \$ 23.00     |
| 4Z       | Sq.Ft.     | Chimney chase way/s if opening is over 2 sq.ft.                                 | \$ 60.00     | \$ 80.00        | \$ 140.00    |
| 4Z       | Ea.        | Seal interior plumbing penetrations when not assigned to                        | \$ 40.00     | \$ 40.00        | \$ 80.00     |
| 44       | Sq.Ft.     | Remove and replace existing broken single pane glass from a <u>wood sash</u>    | \$ 35.00     | \$ 35.00        | \$ 70.00     |
| 4E       | Sq.Ft.     | Remove and replace existing broken glass in <u>aluminum sash</u>                | \$ 30.00     | \$ 30.00        | \$ 60.00     |
| 4E       | Sq.Ft.     | Remove and replace existing broken IGU  | \$ 18.00     | \$ 42.00        | \$ 60.00     |
| 4F       | LF         | Remove and replace glazing compound   | \$ 20.00     | \$ 10.00        | \$ 30.00     |
| 4E       | Ea.        | Install door weatherstrip kit   | \$ 80.00     | \$ 40.00        | \$ 120.00    |
| 4E       | Ea.        | Install new snap bead vinyl weatherstrip  | \$ 80.00     | \$ 30.00        | \$ 110.00    |
| 5G       | Ea.        | Install new door threshold up to 48"  | \$ 200.00    | \$ 80.00        | \$ 280.00    |
| 5J       | Ea.        | Install new door shoe up to 48"   | \$ 150.00    | \$ 80.00        | \$ 230.00    |
| 5Z       | Ea.        | Install new door sweep up to 48"  | \$ 40.00     | \$ 50.00        | \$ 90.00     |
| 5E       | Ea.        | Adjust existing door  | \$ 100.00    | \$ 50.00        | \$ 150.00    |
| 5L       | LF.        | Block and seal knee-wall rakes  | \$ 4.00      | \$ 2.00         | \$ 6.00      |
| 5E       | LF.        | Block and seal basement Rim joists  | \$ 4.00      | \$ 2.50         | \$ 6.50      |
| 5E       | LF.        | Block and seal tops and bottoms of balloon framed walls                         | \$ 4.00      | \$ 2.00         | \$ 6.00      |
| 5F       | Ea.        | All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box | \$ 50.00     | \$ 20.00        | \$ 70.00     |

|          |            |  |              |                 |              |
|----------|------------|--|--------------|-----------------|--------------|
| 58       | Ea.        | Heat producing fixtures (when not insulating attic)                    | \$ 20.00     | \$ 20.00        | \$ 40.00     |
| 59       | Ea.        | Remove non IC rated recessed lights and replace with new IC rated unit | \$ 15.00     | \$ 30.00        | \$ 45.00     |
| 60       | Sq.Ft.     | Floor patch repair and seal  | \$ 40.00     | \$ 30.00        | \$ 70.00     |
| 61       | Ea.        | Replace attic access (when not insulating)                             | \$ 130.00    | \$ 120.00       | \$ 250.00    |
| 62       | Ea.        | Weatherstrip interior attic access (when not insulating)               | \$ 30.00     | \$ 30.00        | \$ 60.00     |
| 63       | Ea.        | Repair and weatherstrip interior attic access (when not insulating)    | \$ 130.00    | \$ 120.00       | \$ 250.00    |
| 64       | Ea.        | Install thermal, air tight attic pull down enclosure                   | \$ 200.00    | \$ 150.00       | \$ 350.00    |
| 65       | Ea.        | Replace existing crawlspace access (when not insulating)               | \$ 150.00    | \$ 100.00       | \$ 250.00    |
| 66       | Ea.        | Weatherstrip interior floor access (when not insulating)               | \$ 40.00     | \$ 40.00        | \$ 80.00     |
| 67       | Ea.        | Repair and weatherstrip interior floor access (when not insulating)    | \$ 80.00     | \$ 80.00        | \$ 160.00    |
| 68       | Ea.        | Weatherstrip interior knee-wall access door (when not insulating)      | \$ 60.00     | \$ 60.00        | \$ 120.00    |
| 69       | Ea.        | Build knee-wall access door and weatherstrip                           | \$ 200.00    | \$ 100.00       | \$ 300.00    |
| 70       | Ea.        | Cut in temporary access and seal upon completion                       | \$ 200.00    | \$ 100.00       | \$ 300.00    |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – CEILING INSULATION</b>                        | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 71       | Sq.Ft.     | Install R-19 blown in fiberglass insulation                            | \$ 1.10      | \$ 1.05         | \$ 2.15      |
| 72       | Sq.Ft.     | Install R-27 blown in fiberglass insulation                            | \$ 1.10      | \$ 1.36         | \$ 2.46      |
| 73       | Sq.Ft.     | Install R-38 blown in fiberglass insulation                            | \$ 1.10      | \$ 1.70         | \$ 2.80      |
| 74       | Sq.Ft.     | Install R-49 blown in fiberglass insulation                            | \$ 1.10      | \$ 2.00         | \$ 3.10      |
| 75       | Sq.Ft.     | Low clearance attic space. Labor only                                  | \$ 0.30      |                 | \$ 0.30      |
| 76       | Sq.Ft.     | Floored attic areas – Labor only                                       | \$ 0.50      |                 | \$ 0.50      |
| 77       | Ea.        | Cut in and install new attic access approx. 20"x30"                    | \$ 200.00    | \$ 150.00       | \$ 350.00    |
| 78       | Ea.        | Seal off existing attic access and install new approx. 20"x30"         | \$ 400.00    | \$ 200.00       | \$ 600.00    |
| 79       | LF         | Install 1/2" minimum plywood damming                                   | \$ 12.00     | \$ 20.00        | \$ 32.00     |

|          |            |  |              |                 |              |
|----------|------------|--|--------------|-----------------|--------------|
| 80       | LF         | Install fiberglass damming   | \$ 10.00     | \$ 10.00        | \$ 20.00     |
| 81       | Ea.        | Install Electrical Junction boxes to enclose flying splices                            | \$ 20.00     | \$ 10.00        | \$ 30.00     |
| 82       | Sq.Ft.     | Dam knob and tube wiring   | \$ 20.00     | \$ 10.00        | \$ 30.00     |
| 83       | Ea.        | Install baffle to low venting  | \$ 10.00     | \$ 5.00         | \$ 15.00     |
| 84       | Ea.        | Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent | \$ 20.00     | \$ 20.00        | \$ 40.00     |
| 85       | Ea.        | Install soffit vent 4"x16", 6"x 16" or 8"x16"  | \$ 20.00     | \$ 15.00        | \$ 35.00     |
| 85       | Ea.        | Install gable vent 8"x12", 8"x16" or 12"x12"   | \$ 100.00    | \$ 80.00        | \$ 180.00    |
| 87       | Ea.        | Install large gable vent 12"x18", 14"x24" or 18"x24"                                   | \$ 100.00    | \$ 80.00        | \$ 180.00    |
| 88       | Ea.        | Install extra-large gable vent 24"x30"   | \$ 100.00    | \$ 110.00       | \$ 210.00    |
| 89       | Ea.        | Install metal roof vent R-50 (Only Metal vents are acceptable).                        | \$ 100.00    | \$ 50.00        | \$ 150.00    |
| 90       | Ea.        | Install metal roof vent R-49 (Only Metal vents are acceptable).                        | \$ 100.00    | \$ 50.00        | \$ 150.00    |
| 91       | Ea.        | Install roof vent R-92   | \$ 100.00    | \$ 100.00       | \$ 200.00    |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 92       | LF         | Install Water Pipe Insulation (when not insulating)                                    | \$ 2.50      | \$ 2.00         | \$ 4.50      |
| 93       | Sq.Ft.     | Twine existing floor insulation (when not insulating)                                  | \$ 1.00      | \$ 0.50         | \$ 1.50      |
| 94       | Ea.        | Install new metal 6"x16" or 8"x16" foundation vents                                    | \$ 50.00     | \$ 30.00        | \$ 80.00     |
| 95       | Ea.        | Remove existing and install new 6"x16" or 8"x16" foundation vents.                     | \$ 20.00     | \$ 30.00        | \$ 50.00     |
| 95       | Ea.        | Rescreen existing damaged foundation vents   | \$ 50.00     | \$ 20.00        | \$ 70.00     |
| 97       | Sq.Ft.     | Removal and proper disposal of existing insulation                                     | \$ 1.20      | \$ 0.10         | \$ 1.30      |
| 98       | Sq.Ft.     | Labor only- to install floor insulation on irregular joist spacing                     | \$ 0.40      |                 | \$ 0.40      |
| 99       | Sq.Ft.     | Labor only- to install floor insulation where clearance is less than 18"               | \$ 0.50      |                 | \$ 0.50      |
| 1C0      | Sq.Ft.     | Install permeable air barrier  | \$ 0.40      | \$ 0.30         | \$ 0.70      |
| 1C1      | Ea.        | Seal off existing interior crawlspace access and install new approx. 20"x30"           | \$ 250.00    | \$ 150.00       | \$ 400.00    |
| 1C2      | Ea.        | Cut in and install new interior crawlspace access approx. 20"x30"                      | \$ 250.00    | \$ 100.00       | \$ 350.00    |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 103           | Ea.        | Seal off existing exterior crawlspace access and install new approx. 20"x30"                                | \$ 250.00    | \$ 100.00        | \$ 350.00    |
| 104           | Ea.        | Cut in and install new exterior crawlspace access approx. 20"x30"   | \$ 200.00    | \$ 100.00        | \$ 300.00    |
| 105           | Sq.Ft.     | Install R-11 unfaced fiberglass batt insulation to existing insulation                                      | \$ 1.35      | \$ 1.10          | \$ 2.45      |
| 106           | Sq.Ft.     | Install R-15 faced fiberglass batt insulation   | \$ 1.25      | \$ 1.45          | \$ 2.70      |
| 107           | Sq.Ft.     | Install R-25 faced fiberglass batt insulation   | \$ 1.25      | \$ 1.40          | \$ 2.65      |
| 108           | Sq.Ft.     | Install R-30 faced fiberglass batt insulation   | \$ 1.25      | \$ 1.50          | \$ 2.75      |
| 109           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house. | \$ 2.25      | \$ 2.95          | \$ 5.20      |
| 110           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house. | \$ 2.25      | \$ 3.00          | \$ 5.25      |
| 111           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x4"- 2"x6"                                  | \$ 1.20      | \$ 2.20          | \$ 3.40      |
| 112           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"                                | \$ 1.40      | \$ 4.00          | \$ 5.40      |
| 113           | Sq.Ft.     | Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood                       | \$ 3.00      | \$ 4.50          | \$ 7.50      |
| 114           | Sq.Ft.     | Block and blow up to R-30 closed bump-out   | \$ 3.00      | \$ 4.00          | \$ 7.00      |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WALLS/KNEE-WALLS/PONY WALLS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 115           | LF.        | Install insulation blocks; rim joist/rakes/knee wall/pony wall  | \$ 3.00      | \$ 4.00          | \$ 7.00      |
| 116           | Sq.Ft.     | Install R-11 Un-faced fiberglass batt to existing insulation  | \$ 1.00      | \$ 1.20          | \$ 2.20      |
| 117           | Sq.Ft.     | Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation                                 | \$ 1.10      | \$ 1.50          | \$ 2.60      |
| 118           | Sq.Ft.     | Install Tyvek/FSK or equivalent   | \$ 0.40      | \$ 0.40          | \$ 0.80      |
| 119           | Sq.Ft.     | Twine only (when not insulating)  | \$ 0.40      | \$ 0.40          | \$ 0.80      |
| 120           | Sq.Ft.     | Install R-13 blown in fiberglass insulation bib's 2"x4" – 2"x6" framed cavity                               | \$ 2.00      | \$ 2.20          | \$ 4.20      |
| 121           | Sq.Ft.     | Install high density R-13 cellulose insulation in 2"x4" framed cavity                                       | \$ 1.40      | \$ 1.73          | \$ 3.13      |
| 122           | Sq.Ft.     | Install high density R-25 cellulose insulation in 2"x6" framed cavity                                       | \$ 1.40      | \$ 2.10          | \$ 3.50      |
| 123           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x4" framed cavity                                    | \$ 1.40      | \$ 1.60          | \$ 3.00      |
| 124           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x6" framed cavity                                    | \$ 1.40      | \$ 1.90          | \$ 3.30      |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 125           | Sq.Ft.     | Install high density cellulose insulation in 2"x4" in cavity with existing insulation | \$ 1.40      | \$ 1.60          | \$ 3 00      |
| 126           | Sq.Ft.     | Install high density cellulose insulation in 2"x6" in cavity with existing insulation | \$ 1.40      | \$ 1.80          | \$ 3 20      |
| 127           | Sq.Ft.     | Install high density R-13 fiberglass insulation in 2"x4" framed cavity                | \$ 1.40      | \$ 1.63          | \$ 3 03      |
| 128           | LF.        | Labor only - Remove and replace shake siding  | \$ 2.40      |                  | \$ 2 40      |
| 129           | LF.        | Labor only - Remove and replace wood siding   | \$ 2.50      |                  | \$ 2 50      |
| 130           | LF.        | Labor only - Remove and replace vinyl siding  | \$ 2.40      |                  | \$ 2 40      |
| 131           | LF.        | Labor only - Remove and replace aluminum/metal siding                                 | \$ 2.50      |                  | \$ 2 50      |
| 132           | LF.        | Labor only - Remove and replace asphalt siding  | \$ 3.50      |                  | \$ 3 50      |
| 133           | LF.        | Labor only - Drill wood siding that cannot be removed                                 | \$ 3.00      |                  | \$ 3 00      |
| 134           | LF.        | Labor only - Drill stucco siding  | \$ 3.60      |                  | \$ 3 60      |
| 135           | LF.        | Labor only - Drill interior walls   | \$ 3.00      |                  | \$ 3 00      |
| <b>#</b>      | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 136           | Ea.        | Remove existing door and Install new 6 panel min R-7 door dual bored                  | \$ 350.00    | \$ 450.00        | \$ 800.00    |
| 137           | Ea.        | Install new keyed alike lockset and dead bolt   | \$ 130.00    | \$ 70.00         | \$ 200.00    |
| 138           | Ea.        | Install peephole  | \$ 100.00    | \$ 50.00         | \$ 150.00    |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION</b>                       | <b>Labor</b> | <b>Material</b>  | <b>Total</b> |
| 139           | Per system | Duct seal entire heating supply and cold air return system                            | \$ 700.00    | \$ 200.00        | \$ 900.00    |
| 140           | Ea.        | Seal all supply and return boots at registers - when not sealing entire system        | \$ 35.00     | \$ 15.00         | \$ 50 00     |
| 141           | Both       | Seal supply and return plenum in garage - when not sealing entire system              | \$ 50.00     | \$ 50.00         | \$ 100.00    |
| 142           | Ea.        | Seal supply/return plenum in crawlspace - when not sealing entire system              | \$ 500.00    | \$ 200.00        | \$ 700.00    |
| 143           | Ea.        | Seal supply/return plenum in attic - when not sealing entire system                   | \$ 400.00    | \$ 200.00        | \$ 600.00    |
| 144           | Ea.        | Seal bare metal/connections on flex duct  | \$ 35.00     | \$ 20.00         | \$ 55 00     |
| 145           | Sq.Ft.     | Insulate ducts using R-11 vinyl wrap insulation                                       | \$ 1.70      | \$ 2.00          | \$ 3.70      |

|     |        |   |           |           |           |
|-----|--------|---|-----------|-----------|-----------|
| 146 | Sq.Ft. | Insulate ducts using R-19 vinyl wrap insulation   | \$ 1.80   | \$ 2.10   | \$ 3.90   |
| 147 | Sq.Ft. | Insulate supply/return plenum in garage R-11 vinyl wrap insulation                            | \$ 2.10   | \$ 2.00   | \$ 4.10   |
| 148 | Sq.Ft. | Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation                        | \$ 1.70   | \$ 2.00   | \$ 3.70   |
| 149 | Sq.Ft. | Insulate bare metal/connections on flex duct R-11   | \$ 2.00   | \$ 2.50   | \$ 4.50   |
| 150 | Sq.Ft. | Insulate bare metal/connections on flex duct R-19   | \$ 2.00   | \$ 2.70   | \$ 4.70   |
| 151 | Sq.Ft. | Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation | \$ 2.70   | \$ 2.00   | \$ 4.70   |
| 152 | Sq.Ft. | Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation | \$ 2.70   | \$ 2.10   | \$ 4.80   |
| 153 | LF.    | Add ducting to existing system and seal – to include boots 6", 7" or 8"                       | \$ 40.00  | \$ 15.00  | \$ 55.00  |
| 154 | LF.    | Add ducting to existing system and seal – to include boots 10", 12" or 14"                    | \$ 70.00  | \$ 30.00  | \$ 100.00 |
| 155 | LF.    | Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"    | \$ 50.00  | \$ 15.00  | \$ 65.00  |
| 156 | LF.    | Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14" | \$ 80.00  | \$ 35.00  | \$ 115.00 |
| 157 | Ea.    | Shorten existing flex duct run  | \$ 40.00  | \$ 20.00  | \$ 60.00  |
| 158 | Ea.    | Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"      | \$ 100.00 | \$ 100.00 | \$ 200.00 |
| 159 | Ea.    | Expose floored over register boots and install new floor register                             | \$ 45.00  | \$ 10.00  | \$ 55.00  |
| 160 | Ea.    | Install metal supply register   | \$ 15.00  | \$ 10.00  | \$ 25.00  |

**MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES**

| #   | Qty         | MEASURE DESCRIPTION – AIR INFILTRATION                          | Labor    | Materials | Total     |
|-----|-------------|---|----------|-----------|-----------|
| 161 | Per 100 CFM | Blower door directed air sealing - price per 100 cfm reduction. | \$ 80.00 | \$ 50.00  | \$ 130.00 |
| 162 | Sq.Ft.      | Air sealing with 2 part foam system                             | \$ 1.00  | \$ 1.50   | \$ 2.50   |
| 163 | Sq.Ft.      | Sheetrock patching  | \$ 15.00 | \$ 8.00   | \$ 23.00  |
| 164 | Ea.         | Seal interior plumbing penetrations when not assigned to        | \$ 40.00 | \$ 40.00  | \$ 80.00  |
| 165 | Sq.Ft.      | Replace broken single pane glass                                | \$ 25.00 | \$ 25.00  | \$ 50.00  |

|          |            |   |              |                  |              |
|----------|------------|---|--------------|------------------|--------------|
| 166      | Sq.Ft.     | Replace broken IGU  | \$ 25.00     | \$ 25.00         | \$ 50.00     |
| 167      | Ea.        | Install door weatherstrip kit   | \$ 85.00     | \$ 60.00         | \$ 145.00    |
| 168      | Ea.        | Install new snap bead vinyl weatherstrip  | \$ 80.00     | \$ 30.00         | \$ 110.00    |
| 169      | Ea.        | Install foam weatherstrip tape  | \$ 50.00     | \$ 30.00         | \$ 80.00     |
| 170      | Ea.        | Install new door threshold and door shoe  | \$ 300.00    | \$ 150.00        | \$ 450.00    |
| 171      | Ea.        | Install new door sweep  | \$ 60.00     | \$ 50.00         | \$ 110.00    |
| 172      | Ea.        | Adjust existing door  | \$ 100.00    | \$ 50.00         | \$ 150.00    |
| 173      | Ea.        | Remove non IC rated recessed lights and replace with new IC rated unit  | \$ 20.00     | \$ 40.00         | \$ 60.00     |
| 174      | Sq.Ft.     | Repair and seal floor patch (when insulation is not installed)  | \$ 40.00     | \$ 30.00         | \$ 70.00     |
| 175      | Ea.        | Eliminate blend air duct from furnace   | \$ 100.00    | \$ 50.00         | \$ 150.00    |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – ROOF/CAVITY</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 176      | Sq.Ft.     | Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed  | \$ 1.40      | \$ 3.40          | \$ 4.80      |
| 177      | Sq.Ft.     | Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed                                       | \$ 1.60      | \$ 3.80          | \$ 5.40      |
| 178      | Sq.Ft.     | Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38       | \$ 3.50      | \$ 4.70          | \$ 8.20      |
| 179      | Sq.Ft.     | Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7" - 11" to an R-19 to R-30    | \$ 3.60      | \$ 4.70          | \$ 8.30      |
| 180      | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7" - 11" to an R-19 to R-30 | \$ 3.70      | \$ 4.80          | \$ 8.50      |
| 181      | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation                   | \$ 3.60      | \$ 4.65          | \$ 8.25      |
| 182      | Sq.Ft.     | Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation           | \$ 3.65      | \$ 4.80          | \$ 8.45      |
| 183      | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25                                 | \$ 1.30      | \$ 2.00          | \$ 3.30      |
| 184      | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30                                  | \$ 1.30      | \$ 2.20          | \$ 3.50      |
| 185      | Sq.Ft.     | Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38                 | \$ 1.30      | \$ 2.30          | \$ 3.60      |
| 186      | Ea.        | Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent                                | \$ 150.00    | \$ 100.00        | \$ 250.00    |
| 187      | Ea.        | Install new R-49 to R-92 roof vent  | \$ 100.00    | \$ 100.00        | \$ 200.00    |

| #   | Qty        | MEASURE DESCRIPTION – FLOOR   | Labor     | Materials | Total     |
|-----|------------|---|-----------|-----------|-----------|
| 188 | Sq.Ft.     | Blown in fiberglass insulation in soft belly 6" or less to include belly patching               | \$ 1.60   | \$ 3.60   | \$ 5.20   |
| 189 | Sq.Ft.     | Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching           | \$ 1.80   | \$ 3.80   | \$ 5.60   |
| 190 | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" or less to include belly patching               | \$ 1.60   | \$ 3.60   | \$ 5.20   |
| 191 | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching                | \$ 1.80   | \$ 3.80   | \$ 5.60   |
| 192 | Sq.Ft.     | R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists | \$ 1.80   | \$ 3.80   | \$ 5.60   |
| 193 | Sq.Ft.     | R-25 fiberglass batt insulation and twine   | \$ 1.25   | \$ 1.40   | \$ 2.65   |
| 194 | Sq.Ft.     | Install new permeable air barrier   | \$ 0.40   | \$ 0.30   | \$ 0.70   |
| 195 | Sq.Ft.     | Twine to support 10" or more soft drop belly  | \$ 0.90   | \$ 0.10   | \$ 1.00   |
| 196 | Sq.Ft.     | Patch, seal and twine holes in belly material in excess of 9 sq.ft.                             | \$ 10.00  | \$ 10.00  | \$ 20.00  |
| 197 | LF.        | Replace metal skirting  | \$ 10.00  | \$ 10.00  | \$ 20.00  |
| 198 | LF.        | Replace wood skirting   | \$ 15.00  | \$ 15.00  | \$ 30.00  |
| 199 | Ea.        | Remove existing and install new 6"x16" skirting vents   | \$ 15.00  | \$ 15.00  | \$ 30.00  |
| 200 | Ea.        | Cut in and install new metal 6"x16" skirting vents  | \$ 25.00  | \$ 15.00  | \$ 40.00  |
| 201 | LF.        | Extend condensate line to the outside   | \$ 15.00  | \$ 5.00   | \$ 20.00  |
| 202 | Ea.        | Add new access to skirting  | \$ 100.00 | \$ 150.00 | \$ 250.00 |
| #   | Qty        | MEASURE DESCRIPTION – DUCT SEALING/REPAIR   | Labor     | Materials | Total     |
| 203 | Per System | Duct seal entire heating supply and cold air return system                                      | \$ 550.00 | \$ 200.00 | \$ 750.00 |
| 204 | Per System | Duct seal entire heating supply and cold air return system including plenum in double wide      | \$ 600.00 | \$ 250.00 | \$ 850.00 |
| 205 | Ea.        | Cut in and seal plenum only   | \$ 200.00 | \$ 150.00 | \$ 350.00 |
| 206 | LF.        | Duct sealing/repair branch ducts  | \$ 15.00  | \$ 15.00  | \$ 30.00  |
| 207 | LF.        | Remove existing branch duct and replace with rigid metal ducting up to 7"                       | \$ 15.00  | \$ 19.00  | \$ 34.00  |
| 208 | LF.        | Add new rigid metal branch duct to include; ducting, boot                                       | \$ 25.00  | \$ 25.00  | \$ 50.00  |

|          |            |   |              |                  |              |
|----------|------------|---|--------------|------------------|--------------|
| 209      | Sq.Ft.     | Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports     | \$ 20.00     | \$ 18.00         | \$ 38.00     |
| 210      | Ea.        | Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"                             | \$ 100.00    | \$ 100.00        | \$ 200.00    |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT INSULATION</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 211      | Sq.Ft.     | Install R-11 vinyl faced insulation   | \$ 1.70      | \$ 2.10          | \$ 3.80      |
| 212      | LF.        | Install rigid foam board for support  | \$ 2.00      | \$ 2.00          | \$ 4.00      |
| 213      | Ea.        | Support HVAC ducts – when no duct work called for   | \$ 15.00     | \$ 15.00         | \$ 30.00     |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WINDOWS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 214      | Sq.Ft.     | Install new vinyl replacement window to include interior and exterior air sealing                                   | \$ 25.00     | \$ 32.00         | \$ 57.00     |
| 215      | Sq.Ft.     | Add safety glass to a replacement window  |              | \$ 25.00         | \$ 25.00     |
| 216      | LF.        | Install metal drip edge   | \$ 2.00      | \$ 3.80          | \$ 5.30      |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 217      | Ea.        | Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt      | \$ 400.00    | \$ 450.00        | \$ 850.00    |
| 218      | Ea.        | Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt | \$ 400.00    | \$ 500.00        | \$ 900.00    |
| 219      | Ea.        | Install new keyed alike lockset and deadbolt  | \$ 75.00     | \$ 75.00         | \$ 150.00    |
| 220      | Ea.        | Install peephole  | \$ 30.00     | \$ 35.00         | \$ 65.00     |
| 221      | Ea.        | Install single lockset  | \$ 50.00     | \$ 50.00         | \$ 100.00    |
| <b>#</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WATER HEATER</b>   | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 222      | Ea.        | Insulate Water Heater Tank with R-11 vinyl faced insulation   | \$ 150.00    | \$ 100.00        | \$ 250.00    |
| 223      | Ea.        | Insulate water heater cavity to R-11 to include infiltration  | \$ 150.00    | \$ 100.00        | \$ 250.00    |
| 224      | Ea.        | Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration         | \$ 35.00     | \$ 45.00         | \$ 80.00     |
| 225      | LF.        | Insulate plumbing at hot water tank with R-11– when not   | \$ 5.00      | \$ 5.00          | \$ 10.00     |
| 226      | Ea.        | Repair water heater cavity door   | \$ 80.00     | \$ 100.00        | \$ 180.00    |
| 227      | Sq.Ft.     | Remove existing water heater cavity door and install new  | \$ 300.00    | \$ 400.00        | \$ 700.00    |
| 228      | Ea.        | Install pressure relief tube and extend to crawlspace   | \$ 75.00     | \$ 75.00         | \$ 150.00    |

|     |     |   |           |             |             |
|-----|-----|---|-----------|-------------|-------------|
| 229 | Ea. | Remove and replace existing electric water heater tank to include earthquake strap and drip pan | \$ 800.00 | \$ 1,100.00 | \$ 1,900.00 |
| 230 | Ea. | Remove and replace existing Gas water heater tank to include earthquake strap and drip pan      | \$ 900.00 | \$ 1,100.00 | \$ 2,000.00 |
| 231 | Set | Install high and low venting to gas water heater cavity door up to 16"x6"                       | \$ 40.00  | \$ 40.00    | \$ 80.00    |
| 232 | Ea. | Install combustion air vent to water heater cavity floor  | \$ 50.00  | \$ 50.00    | \$ 100.00   |

□  
□

Client#: 168183

GOODENER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Propel Insurance, Tacoma Commercial Insurance, 1201 Pacific Ave, Suite 1000, Tacoma, WA 98402
CONTACT NAME: Patti Gradel, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: patti.gradel@propelinsurance.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale Insurance Company (NAIC # 41297), INSURER B: SAIF Corporation (NAIC # 36196)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability, Automobile Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CCB #194841

CERTIFICATE HOLDER CANCELLATION

\*Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Mark Davis

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Client#: 168183

GOODENER

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2021

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Propel Insurance, Tacoma Commercial Insurance, 1201 Pacific Ave, Suite 1000, Tacoma, WA 98402. CONTACT NAME: Patti Gradel, PHONE: 800 499-0933, FAX: 866 577-1326, E-MAIL ADDRESS: patti.gradel@propelinsurance.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Scottsdale Insurance Company (NAIC # 41297), INSURER B: SAIF Corporation (NAIC # 36196).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes Commercial General Liability (CPS7381220), Automobile Liability (CPS7381220), and Workers Compensation (882883).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Weatherization Services for the Community Solutions Division.

CERTIFICATE HOLDER: Clackamas County Weatherization Health, Housing & Human Services, 104 11th ST, Oregon City, OR 97045. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mark Davis

Client#: 168183

GOODENER

**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

|  |   |
|--|---|
| <b>PRODUCER</b><br>Propel Insurance<br>Tacoma Commercial Insurance<br>1201 Pacific Ave, Suite 1000<br>Tacoma, WA 98402 | CONTACT NAME: <b>Patti Gradel</b>   |
|  | PHONE (A/C, No., Ext): <b>800 499-0933</b> FAX (A/C, No.): <b>866 577-1326</b><br>E-MAIL ADDRESS: <b>patti.gradel@propelinsurance.com</b> |
| <b>INSURED</b><br>Good Energy Retrofit LLC<br>1132 SW 57th Ave<br>Portland, OR 97221-2506                              | INSURER(S) AFFORDING COVERAGE<br>INSURER A : <b>Scottsdale Insurance Company</b> NAIC # <b>41297</b>                                      |
|  | INSURER B : <b>SAIF Corporation</b> <b>36196</b>  |
|  | INSURER C :   |
|  | INSURER D :   |
|  | INSURER E :   |
|  | INSURER F :   |

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|-------------------|-------------------------|-------------------------|--|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>BI/FD Ded:1,000</b><br>GEN'L AGG REGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | <b>CPS7381220</b> | <b>06/10/2021</b>       | <b>06/10/2022</b>       | EACH OCCURRENCE <b>\$1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b><br>MED EXP (Any one person) <b>\$5,000</b><br>PERSONAL & ADV INJURY <b>\$1,000,000</b><br>GENERAL AGGREGATE <b>\$2,000,000</b><br>PRODUCTS - COMP/OP AGG <b>\$2,000,000</b><br>\$ |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRE AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |                    | <b>CPS7381220</b> | <b>06/10/2021</b>       | <b>06/10/2022</b>       | COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED      RETENTION \$  |                    |                   |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| <b>B</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    | <b>882883</b>     | <b>05/01/2021</b>       | <b>05/01/2022</b>       | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT <b>\$500.000</b><br>E.L. DISEASE - EA EMPLOYEE <b>\$500.000</b><br>E.L. DISEASE - POLICY LIMIT <b>\$500.000</b>   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Clackamas County.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>Clackamas County<br>2051 Kaen Road<br>Oregon City, OR 97045 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>   |



July 29, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Green Energy Solutions for the  
Weatherization Major Measure Contractors**

|  |   |
|--|---|
| <b>Purpose/<br/>Outcomes</b>               | To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and<br/>Fiscal Impact</b> | Total contract value is \$1,050,000.00  |
| <b>Funding Source</b>                      | Oregon Housing and Community Services   |
| <b>Duration</b>                            | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.  |
| <b>Previous Board<br/>Action</b>           | None  |
| <b>Strategic Plan<br/>Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities   |
| <b>Counsel Review</b>                      | June 29, 2021<br>Counsel Initials: AN   |
| <b>Procurement<br/>Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>   |
| <b>Contact Person</b>                      | Korene Mather, Weatherization Services Program Manager<br>971-806-7413  |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

*Healthy Families. Strong Communities.*

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

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

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Green Energy Solutions for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #4235**

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 Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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 (42 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.

**Section 41. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Section 42. Further Assurances.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

**Section 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

c.

Green Energy Solutions, Inc.

Jeffrey Van Dyke 6-16-2021  
Authorized Signature Date

Jeffrey Van Dyke, President  
Name / Title Printed

187201  
CCB License Number

604302-96  
Oregon Business Registry Number

DBC/Oregon  
Entity Type / State of Formation

Clackamas County

\_\_\_\_\_  
Chair

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

Approved as to from.

lsy 06/29/2021  
\_\_\_\_\_  
County Counsel



## 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

6-16-2021

**Request for Proposals #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair  
SONYA FISCHER, Commissioner  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner  
MARK SHULL, Commissioner**

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**Gary Schmidt  
County Administrator**

**Ryan Rice  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 20, 2021**

**TIME: 2:00 PM, Pacific Time**

**PLACE: [Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

## SCHEDULE

|  |   |
|--|---|
| Request for Proposals Issued.....                | April 22, 2021                          |
| Protest of Specifications Deadline.....          | April 29, 2021, 5:00 PM, Pacific Time   |
| Deadline to Submit Clarifying Questions.....     | May 13, 2021, 5:00 PM, Pacific Time     |
| Request for Proposals Closing Date and Time..... | May 20, 2021, 2:00 PM, Pacific Time     |
| Deadline to Submit Protest of Award.....         | Seven (7) days from the Intent to Award |

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### **3.2.1. SPECIAL CONSIDERATIONS**

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

1. County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
2. The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
3. County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
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. Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
6. 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.
7. Contractors may receive WOs that do not require specialized certifications.
8. Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf> ) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - 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. 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;
- iii. 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.

Contractors 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

**3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 work, hazard statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

**3.4.4.1. Licensing/Endorsements/Disqualification**

**Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

#### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4  
EVALUATION PROCEDURE**

- 4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 **EVALUATION CRITERIA**

| <b><u>Category</u></b>  | <b><u>Points available:</u></b> |
|---|---------------------------------|
| Proposer's General Background and Qualifications (Attachment A) | 0-40                            |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                            |
| <b>Total available points</b>                                   | <b>0-100</b>                    |

***\*\* Applicants may submit price sheets for multiple specialties, if applicable.***

4.3 **SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix 1 Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**

Attachment F

**PROPOSAL CERTIFICATION**

**RFP #2021-36**

Submitted by: Green Energy Solutions, Inc. Oregon  
(Must be entity's full/legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Jeffrey S. Van Dyke Date: 5-17-2021  
 Signature: Jeffrey S. Van Dyke Title: President  
 Email: jeff@nigeen.com Telephone: 503-615-4242  
 Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): 187201

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

## ATTACHMENT A

### Weatherization Major Measure and Specialty Contractor Proposal Template

*Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.*

**1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.**

Green Energy is Insulation Weatherization and energy home performance general contractor. We have been in the Business since 2009 and had an Insulation company 5J's Insulation from 2003 to 2008 when our economy crashed. We reinvented ourselves with Green Energy to include Weatherization of homes and Home Energy Performance auditing. We have worked in the low income Weatherization since 2010 first with Washington County. Presently we work with Clackamas, Multnomah and Washington Counties. My Staff is very experienced in low Income Weatherization and most have been with my company for 10 years or more.

**2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

We hire regardless of sex race or religious belief. We have several hispanics and women working for Green Energy Solutions Inc. Our pay is above industry standards and we give yearly bonuses to all employees. In the last year we gave out 2 separate bonuses Employees get paid vacation. We offer Medical and dental Insurance through Kaiser.

**3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).**

We are very experienced at installing weatherization measures. My lead foreman has been with me for almost 20 years between the 2 companies mentioned above. The rest have been with me for 10-12 years. Over the years we have done multiple trainings in weatherization through certified training organizations. Over the years we have become very proficient at Low Income Weatherization for Site framed as well as Manufactured Homes. We have good Subcontractors to do any Electrical, Plumbing, HVAC, Asbestos Abatement Etc who we have been work with 10 years or more.

**4. List any applicable certifications and/or trainings.**

All Installers have the OSHA 10 hour Training.

Max is certified in residential diagnostic Training from the Oregon Training Institute.

Max lead safe

Renovator.

Danny lead safe

Renovator

Jeff Van Dyke PTCS Duct Sealing

Certificates

**5. Identify key individuals that would be assigned to this project and list their credentials/experience.**

Ramon Parra He is our lead supervisor 20 years in Insulation Weatherization, 10 years low Income weatherization

Max Parra Second lead. He does much of our testing, Lead, Diagnostic. Supervises helps Ramon

Danny Parra Speaks excellent English helps my Office in Translating questions the crew may have.

Jennifer Graham production manager coordinates jobs with Ramon

Molly Schrader Assistant to Jennifer Helps with the work orders and sending out Jobs.

Darren Schrader Assist with the onsite preliminary job site walk around. He then explains the job to the crew before they get there.

**6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.**

Washington County Low Income Program Weatherization (Community Action) 2010-2013 2019 to the present

Multnomah County Low Income Program Weatherization 2013 to the Present

Clackamas County Low Income Program Weatherization 2015 to the Present

|   |   |
|---|---|
| <b>Oregon CCB Number</b>  | 187201  |
| <b>SAM.GOV Registration/DUNS Number</b>   | 049774807   |
| <b>CCB Lead-Based Paint Renovation Contractors License Number</b>   | LBPR187201  |
| <b>Lead Renovation Repair and Painting Program Employee Certifications</b>                                      | r-r-74543-20-00976 R-I-41R018-01415   |
| <b>Employer Identification Number</b>   |   |
| <b>References:</b><br>Provide three (3) references for clients your firm has served in the past three (3) years | <b>One client that has engaged the firm in the past 36 months:</b><br>Name: Multnomah County Weatherization<br>Jose Flores<br>421 SW Oak Street #200<br>Portland, Oregon 97204<br>Address: jose.flores@multco.us<br>Email: 503-988-7436<br>Telephone: |
|   | <b>One long-term client:</b> Multnomah County Weatherization<br>Name: Jose Flores<br>421 SW Oak Street #200<br>Address: Portland, Oregon 97204<br>Email: jose.flores@multco.us<br>Telephone: 503-988-7436   |
|   | <b>One other client:</b> Craftsman Design and Renovation, LLC Bill Myles<br>Name: 837 Se 27th Ave<br>Address: Portland, Oregon 97214<br>Email: 503-239-6200<br>Telephone: bill@craftsmandesign.com  |

Provide other relevant information, if any.

We are in the process of additional trainings for Ramon Parra our lead Supervisor.

- 1) Lead Renovator Class
- 2) PTCS Class (Duct Sealing)
- 3) Residential Diagnostic Training

There appears to be something weird going on with my references. They keep getting changes and I have typed them in 4 times so I will put my Third reference here that I us in the past 36 months. As you can see Multnomah county is in twice. I had washington county in several times but it change back to multnomah county;

Washington County Community Action  
 Randy Olsen  
 1001 SW Baseline Street  
 Hillsboro, Oregon 97123  
 wxproject@caowash.org  
 503-693-3258

# Revised Pricing 6/14/21

## Attachment B

### Single Family Weatherization Major Measure Price List

**Vendor Name:**

| Item # | Qty. | MEASURE DESCRIPTION - ASHRAE  | Labor | Material | Total |
|--------|------|---|-------|----------|-------|
| 1      | Ea.  | Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone     | 600   | 600      | 1200  |
| 2      | Ea.  | Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant     | 700   | 700      | 1400  |
| 3      | Ea.  | Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone | 600   | 600      | 1200  |
| 4      | Ea.  | Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant        | 700   | 700      | 1400  |
| 5      | Ea.  | Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones                      | 650   | 650      | 1300  |
| 6      | Ea.  | Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones – to include pig tail  | 750   | 750      | 1500  |
| 7      | Ea.  | Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper   | 600   | 600      | 1200  |
| 8      | LF   | Vent existing bathroom exhaust fan using 4" to 6" vent pipe   | 10    | 30       | 40    |
| 9      | LF   | Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe   | 15    | 40       | 55    |
| 10     | LF   | Vent existing kitchen range hood using 5" to 8" vent pipe   | 15    | 35       | 50    |
| 11     | LF   | Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe   | 15    | 40       | 55    |
| 12     | LF   | Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe   | 15    | 40       | 55    |
| 13     | Ea.  | Install new exterior metal wall hood to existing bathroom exhaust vent  | 25    | 75       | 100   |
| 14     | Ea.  | Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)  | 25    | 85       | 110   |
| 15     | Ea.  | Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch  | 145   | 150      | 295   |
| 16     | Ea.  | Install Humidistat timer switch with multi humidity settings  | 145   | 120      | 265   |
| 17     | Ea.  | Install bathroom exhaust fan mechanical switch – push button or wind up   | 125   | 100      | 225   |
| 18     | Ea.  | Install pig tail for kitchen range hood   | 100   | 75       | 175   |

Remove Pricing 10/11/21

|               |             |  |              |                 |              |
|---------------|-------------|--|--------------|-----------------|--------------|
| 19            | Ea.         | Install New pig-tail with j-box to kitchen range hood  | 125          | 85              | 210          |
| 20            | Per 100 CFM | ASHRAE air sealing-when not assigned to major measure  | 50           | 25              | 75           |
| 21            | LF          | Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.                               | 15           | 20              | 35           |
| 22            | Ea.         | Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure. Hood is to be louvered style. | 25           | 35              | 60           |
| 23            | Ea.         | Install new metal R-49 roof vent   | 30           | 30              | 60           |
| 24            | Ea.         | Remove and replace existing roof vent with new metal R-49  | 25           | 30              | 55           |
| <b>Item #</b> | <b>Qty</b>  | <b>MEASURE DESCRIPTION – PRESSURE BALANCING</b>  | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 25            | Hourly      | Pressure balancing   | 50           | 50              | 100          |
| 26            | Ea.         | Undercut door (up to 2")   | 25           | 25              | 50           |
| 27            | Ea.         | Furnish and Install by-pass grill to door min 16"x 8"  | 40           | 50              | 90           |
| 28            | Ea.         | Install by-pass grill 16"x 4" – 16"x 8" in wall  | 50           | 50              | 100          |
| 29            | Ea.         | Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.                                       | 75           | 100             | 175          |
| 30            | Ea.         | Add inline damper to existing exhaust fan 4" to 7"   | 50           | 65              | 115          |
| 31            | Ea.         | Install inline damper to kitchen fan or range hood.  | 50           | 65              | 115          |
| <b>Item #</b> | <b>Qty</b>  | <b>MEASURE DESCRIPTION – HEALTH &amp; SAFETY</b>   | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 32            | Hour        | Lead safe Weatherization   | 60           | 60              | 120          |
| 33            | Project     | Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.                 | 50           | 25              | 75           |
| 34            | Ea.         | Install critical barrier over confirmed/presumed asbestos duct bands   | 50           | 50              | 100          |
| 35            | LF.         | Install combustion air vent to air tight wood stove or pellet stove  | 10           | 30              | 40           |
| 36            | LF.         | Install combustion air for non-air tight combustion appliance to the outdoors  | 10           | 30              | 40           |
| 37            | Ea.         | Install fresh air 80 or 100  | 75           | 100             | 175          |
| 38            | Sq.Ft.      | Install new 6-mil ground cover (if no floor insulation called for)   | .10          | .25             | .35          |
| <b>Item #</b> | <b>Qty</b>  | <b>MEASURE DESCRIPTION – AIR INFILTRATION</b>  | <b>Labor</b> | <b>Material</b> | <b>Total</b> |

|    |         |   |      |      |      |
|----|---------|---|------|------|------|
| 39 | 100 cfm | Blower door directed air sealing - per 100 cfm reduction.   | 25   | 50   | 75   |
| 40 | Sq.Ft.  | Air sealing with 2 part foam system   | .50  | 1.15 | 1.65 |
| 41 | Sq.Ft.  | Sheetrock patching  | 2    | 2    | 4    |
| 42 | Sq.Ft.  | Chimney chase way/s if opening is over 2 sq.ft.   | 10   | 30   | 40   |
| 43 | Ea.     | Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft. | 25   | 25   | 50   |
| 44 | Sq.Ft.  | Remove and replace existing broken single pane glass from a <u>wood sash</u>                            | 10   | 10   | 20   |
| 45 | Sq.Ft.  | Remove and replace existing broken glass in <u>aluminum sash</u>  | 8    | 8    | 16   |
| 46 | Sq.Ft.  | Remove and replace existing broken IGU  | 10   | 10   | 20   |
| 47 | LF      | Remove and replace glazing compound   | 5    | 5    | 10   |
| 48 | Ea.     | Install door weatherstrip kit   | 40   | 45   | 85   |
| 49 | Ea.     | Install new snap bead vinyl weatherstrip  | 25   | 40   | 65   |
| 50 | Ea.     | Install new door threshold up to 48"  | 50   | 60   | 110  |
| 51 | Ea.     | Install new door shoe up to 48"   | 50   | 70   | 120  |
| 52 | Ea.     | Install new door sweep up to 48"  | 30   | 40   | 70   |
| 53 | Ea.     | Adjust existing door  | 75   | 60   | 135  |
| 54 | LF.     | Block and seal knee-wall rakes  | .50  | .75  | 1.25 |
| 55 | LF.     | Block and seal basement Rim joists  | 1.50 | 2.00 | 3.50 |
| 56 | LF.     | Block and seal tops and bottoms of balloon framed walls   | 1.25 | 1.50 | 2.75 |
| 57 | Ea.     | All (IC and non-IC rated)recessed light fixtures air sealed using sheetrock box                         | 25   | 35   | 60   |
| 58 | Ea.     | Heat producing fixtures (when not insulating attic)   | 15   | 15   | 30   |
| 59 | Ea.     | Remove non IC rated recessed lights and replace with new IC rated unit                                  | 100  | 100  | 200  |
| 60 | Sq.Ft.  | Floor patch repair and seal   | 2.00 | 4.00 | 6.00 |
| 61 | Ea.     | Replace attic access (when not insulating)  | 30   | 30   | 60   |
| 62 | Ea.     | Weatherstrip interior attic access (when not insulating)  | 25   | 25   | 50   |

|               |            |  |              |                 |              |
|---------------|------------|--|--------------|-----------------|--------------|
| 63            | Ea.        | Repair and weatherstrip interior attic access (when not insulating)                    | 20           | 30              | 50           |
| 64            | Ea.        | Install thermal, air tight attic pull down enclosure                                   | 100          | 175             | 275          |
| 65            | Ea.        | Replace existing crawlspace access (when not insulating)                               | 25           | 30              | 55           |
| 66            | Ea.        | Weatherstrip interior floor access (when not insulating)                               | 20           | 20              | 40           |
| 67            | Ea.        | Repair and weatherstrip interior floor access (when not insulating)                    | 20           | 30              | 50           |
| 68            | Ea.        | Weatherstrip interior knee-wall access door (when not insulating)                      | 30           | 35              | 65           |
| 69            | Ea.        | Build knee-wall access door and weatherstrip   | 70           | 80              | 150          |
| 70            | Ea.        | Cut in temporary access and seal upon completion                                       | 50           | 80              | 130          |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – CEILING INSULATION</b>  | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 71            | Sq.Ft.     | Install R-19 blown in fiberglass insulation  | .25          | 1.50            | 1.75         |
| 72            | Sq.Ft.     | Install R-27 blown in fiberglass insulation  | .30          | 1.70            | 2.00         |
| 73            | Sq.Ft.     | Install R-38 blown in fiberglass insulation  | .35          | 1.95            | 2.30         |
| 74            | Sq.Ft.     | Install R-49 blown in fiberglass insulation  | .40          | 2.40            | 2.80         |
| 75            | Sq.Ft.     | Low clearance attic space. Labor only  | .10          |                 | .10          |
| 76            | Sq.Ft.     | Floored attic areas – Labor only   | .20          |                 | .20          |
| 77            | Ea.        | Cut in and install new attic access approx. 20"x30"                                    | 50           | 100             | 150          |
| 78            | Ea.        | Seal off existing attic access and install new approx. 20"x30"                         | 70           | 120             | 190          |
| 79            | LF         | Install 1/2" minimum plywood damming   | 4            | 6               | 10           |
| 80            | LF         | Install fiberglass damming   | 2            | 3               | 5            |
| 81            | Ea.        | Install Electrical Junction boxes to enclose flying splices                            | 5            | 5               | 10           |
| 82            | Sq.Ft.     | Dam knob and tube wiring   | 2            | 2               | 4            |
| 83            | Ea.        | Install baffle to low venting  | 2            | 4               | 6            |
| 84            | Ea.        | Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent | 15           | 30              | 45           |
| 85            | Ea.        | Install soffit vent 4"x16", 6"x 16" or 8"x16"  | 15           | 30              | 45           |

|               |            |  |              |                 |              |
|---------------|------------|--|--------------|-----------------|--------------|
| 86            | Ea.        | Install gable vent 8"x12", 8"x16" or 12"x12"                                 | 50           | 75              | 125          |
| 87            | Ea.        | Install large gable vent 12"x18", 14"x24" or 18"x24"                         | 60           | 95              | 155          |
| 88            | Ea.        | Install extra-large gable vent 24"x30"                                       | 70           | 115             | 185          |
| 89            | Ea.        | Install metal roof vent R-50 (Only Metal vents are acceptable).              | 25           | 35              | 60           |
| 90            | Ea.        | Install metal roof vent R-49 (Only Metal vents are acceptable).              | 25           | 40              | 65           |
| 91            | Ea.        | Install roof vent R-92   | 30           | 45              | 75           |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 92            | LF         | Install Water Pipe Insulation (when not insulating)                          | .50          | 1.05            | 1.55         |
| 93            | Sq.Ft.     | Twine existing floor insulation (when not insulating)                        | .10          | .10             | .20          |
| 94            | Ea.        | Install new metal 6"x16" or 8"x16" foundation vents                          | 20           | 30              | 50           |
| 95            | Ea.        | Remove existing and install new 6"x16" or 8"x16" foundation vents.           | 25           | 30              | 55           |
| 96            | Ea.        | Rescreen existing damaged foundation vents                                   | 10           | 10              | 20           |
| 97            | Sq.Ft.     | Removal and proper disposal of existing insulation                           | 4            | 1               | 5            |
| 98            | Sq.Ft.     | Labor only- to install floor insulation on irregular joist spacing           | .10          |                 | .10          |
| 99            | Sq.Ft.     | Labor only- to install floor insulation where clearance is less than 18"     | .10          |                 | .10          |
| 100           | Sq.Ft.     | Install permeable air barrier  | .10          | .20             | .30          |
| 101           | Ea.        | Seal off existing interior crawlspace access and install new approx. 20"x30" | 70           | 120             | 190          |
| 102           | Ea.        | Cut in and install new interior crawlspace access approx. 20"x30"            | 50           | 110             | 160          |
| 103           | Ea.        | Seal off existing exterior crawlspace access and install new approx. 20"x30" | 65           | 115             | 180          |
| 104           | Ea.        | Cut in and install new exterior crawlspace access approx. 20"x30"            | 50           | 100             | 150          |
| 105           | Sq.Ft.     | Install R-11 unfaced fiberglass batt insulation to existing insulation       | .50          | 1.45            | 1.95         |
| 106           | Sq.Ft.     | Install R-15 faced fiberglass batt insulation                                | .55          | 2.05            | 2.60         |
| 107           | Sq.Ft.     | Install R-25 faced fiberglass batt insulation                                | .55          | 1.95            | 2.50         |
| 108           | Sq.Ft.     | Install R-30 faced fiberglass batt insulation                                | .55          | 2.05            | 2.60         |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 109           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house. | .75          | 3.00             | 3.75         |
| 110           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house. | .80          | 3.20             | 4.00         |
| 111           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"                                 | .75          | 2.75             | 3.50         |
| 112           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"                                | 1.00         | 3.50             | 4.50         |
| 113           | Sq.Ft.     | Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood                       | 1.50         | 3.50             | 5.00         |
| 114           | Sq.Ft.     | Block and blow up to R-30 closed bump-out   | 1.00         | 2.75             | 3.75         |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 115           | LF.        | Install insulation blocks; rim joist/rakes/knee wall/pony wall  | 1.00         | 4.00             | 5.00         |
| 116           | Sq.Ft.     | Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall                                   | .20          | .90              | 1.10         |
| 117           | Sq.Ft.     | Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation                                 | .25          | 1.25             | 1.50         |
| 118           | Sq.Ft.     | Install Tyvek/FSK or equivalent   | .20          | .30              | .50          |
| 119           | Sq.Ft.     | Twine only (when not insulating)  | .10          | .15              | .25          |
| 120           | Sq.Ft.     | Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity                               | 1.00         | 2.25             | 3.25         |
| 121           | Sq.Ft.     | Install high density R-13 cellulose insulation in 2"x4" framed cavity                                       | 1.00         | 2.50             | 3.50         |
| 122           | Sq.Ft.     | Install high density R-25 cellulose insulation in 2"x6" framed cavity                                       | 1.10         | 2.90             | 4.00         |
| 123           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x4" framed cavity                                    | 1.00         | 2.25             | 3.25         |
| 124           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x6" framed cavity                                    | 1.10         | 2.50             | 3.60         |
| 125           | Sq.Ft.     | Install high density cellulose insulation in 2"x4" in cavity with existing insulation                       | 1.00         | 2.25             | 3.25         |
| 126           | Sq.Ft.     | Install high density cellulose insulation in 2"x6" in cavity with existing insulation                       | 1.10         | 2.50             | 3.60         |
| 127           | Sq.Ft.     | Install high density R-13 fiberglass insulation in 2"x4" framed cavity                                      | 1.00         | 2.50             | 3.50         |
| 128           | LF.        | Labor only - Remove and replace shake siding  | 1.00         |                  | 1.00         |
| 129           | LF.        | Labor only - Remove and replace wood siding   | 1.00         |                  | 1.00         |
| 130           | LF.        | Labor only - Remove and replace vinyl siding  | 1.20         |                  | 1.20         |
| 131           | LF.        | Labor only - Remove and replace aluminum/metal siding   | 1.40         |                  | 1.40         |
| 132           | LF.        | Labor only - Remove and replace asphalt siding  | 1.60         |                  | 1.60         |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 133           | LF.        | Labor only - Drill wood siding that cannot be removed   | .50          |                  | .50          |
| 134           | LF.        | Labor only - Drill stucco siding  | .75          |                  | .75          |
| 135           | LF.        | Labor only - Drill interior walls   | .60          |                  | .60          |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 136           | Ea.        | Remove existing door and Install new 6 panel min R-7 door dual bored                          | 250          | 725              | 975          |
| 137           | Ea.        | Install new keyed alike lockset and dead bolt   | 50           | 80               | 130          |
| 133           | Ea.        | Install peephole  | 50           | 50               | 100          |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION</b>                               | <b>Labor</b> | <b>Material</b>  | <b>Total</b> |
| 139           | Per system | Duct seal entire heating supply and cold air return system                                    | 460          | 500              | 960          |
| 140           | Ea.        | Seal all supply and return boots at registers - when not sealing entire system                | 10           | 15               | 25           |
| 141           | Both       | Seal supply and return plenum in garage - when not sealing entire system                      | 40           | 60               | 100          |
| 142           | Ea.        | Seal supply/return plenum in crawlspace - when not sealing entire system                      | 50           | 60               | 110          |
| 143           | Ea.        | Seal supply/return plenum in attic - when not sealing entire system                           | 50           | 60               | 110          |
| 144           | Ea.        | Seal bare metal/connections on flex duct  | 10           | 30               | 40           |
| 145           | Sq.Ft.     | Insulate ducts using R-11 vinyl wrap insulation   | .75          | 1.75             | 2.50         |
| 146           | Sq.Ft.     | Insulate ducts using R-19 vinyl wrap insulation   | 1.00         | 2.00             | 3.00         |
| 147           | Sq.Ft.     | Insulate supply/return plenum in garage R-11 vinyl wrap insulation                            | .75          | 1.75             | 2.50         |
| 148           | Sq.Ft.     | Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation                        | .80          | 1.75             | 2.55         |
| 149           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-11   | .75          | 1.75             | 2.50         |
| 150           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-19   | .80          | 2.20             | 3.00         |
| 151           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation | 1.00         | 2.00             | 3.00         |
| 152           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation | 1.10         | 2.50             | 3.60         |
| 153           | LF.        | Add ducting to existing system and seal – to include boots 6", 7" or 8"                       | 1.00         | 5.00             | 6.00         |
| 154           | LF.        | Add ducting to existing system and seal – to include boots 10", 12" or 14"                    | 1.10         | 10.00            | 11.10        |
| 155           | LF.        | Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"    | 1.50         | 6.00             | 7.50         |

|     |     |   |      |     |       |
|-----|-----|---|------|-----|-------|
| 156 | LF. | Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14" | 1.60 | 10  | 11.60 |
| 157 | Ea. | Shorten existing flex duct run  | 10   | 10  | 20    |
| 158 | Ea. | Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"      | 20   | 100 | 120   |
| 159 | Ea. | Expose floored over register boots and install new floor register                             | 5    | 20  | 25    |
| 160 | Ea. | Install metal supply register   | 15   | 30  | 45    |

**MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES**

| Item # | Qty         | MEASURE DESCRIPTION – AIR INFILTRATION   | Labor | Materials | Total |
|--------|-------------|--|-------|-----------|-------|
| 161    | Per 100 CFM | Blower door directed air sealing - price per 100 cfm reduction.                                      | 25    | 50        | 75    |
| 162    | Sq.Ft.      | Air sealing with 2 part foam system  | .50   | 1.50      | 2.00  |
| 163    | Sq.Ft.      | Sheetrock patching   | 1     | 2         | 3     |
| 164    | Ea.         | Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft. | 10    | 20        | 30    |
| 165    | Sq.Ft.      | Replace broken single pane glass   | 7     | 15        | 22    |
| 166    | Sq.Ft.      | Replace broken IGU   | 10    | 25        | 35    |
| 167    | Ea.         | Install door weatherstrip kit  | 20    | 55        | 75    |
| 168    | Ea.         | Install new snap bead vinyl weatherstrip   | 20    | 45        | 65    |
| 169    | Ea.         | Install foam weatherstrip tape   | 15    | 40        | 55    |
| 170    | Ea.         | Install new door threshold and door shoe   | 30    | 45        | 75    |
| 171    | Ea.         | Install new door sweep   | 20    | 40        | 60    |
| 172    | Ea.         | Adjust existing door   | 50    | 60        | 110   |
| 173    | Ea.         | Remove non IC rated recessed lights and replace with new IC rated unit                               | 100   | 100       | 200   |
| 174    | Sq.Ft.      | Repair and seal floor patch (when insulation is not installed)                                       | 2     | 4         | 6     |
| 175    | Ea.         | Eliminate blend air duct from furnace  | 50    | 75        | 125   |
| Item # | Qty         | MEASURE DESCRIPTION – ROOF/CAVITY  | Labor | Materials | Total |
| 176    | Sq.Ft.      | Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed                           | .75   | 4.25      | 5.00  |
| 177    | Sq.Ft.      | Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed                          | .85   | 5.35      | 6.20  |

|               |            |  |              |                  |              |
|---------------|------------|--|--------------|------------------|--------------|
| 178           | Sq.Ft.     | Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38      | 1.50         | 6.30             | 7.80         |
| 179           | Sq.Ft.     | Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30    | 1.50         | 6.80             | 8.30         |
| 180           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to an R-19 to R-30 | 1.50         | 7.90             | 9.40         |
| 181           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation                  | 1.10         | 6.90             | 8.00         |
| 182           | Sq.Ft.     | Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation          | 1.10         | 7.55             | 8.65         |
| 133           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25                                | .35          | 1.15             | 1.50         |
| 184           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30                                 | .35          | 1.25             | 1.60         |
| 185           | Sq.Ft.     | Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38                | .40          | 1.50             | 1.90         |
| 186           | Ea.        | Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent                               | 25           | 45               | 70           |
| 187           | Ea.        | Install new R-49 to R-92 roof vent   | 25           | 40               | 65           |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 188           | Sq.Ft.     | Blown in fiberglass insulation in soft belly 6" or less to include belly patching                                | .75          | 3.80             | 4.55         |
| 189           | Sq.Ft.     | Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching                            | .85          | 4.75             | 5.60         |
| 190           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" or less to include belly patching                                | 1.00         | 4.80             | 5.80         |
| 191           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching                                 | 1.00         | 5.80             | 6.80         |
| 192           | Sq.Ft.     | R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists                  | 1.00         | 4.80             | 5.80         |
| 193           | Sq.Ft.     | R-25 fiberglass batt insulation and twine  | 1.00         | 5.80             | 6.80         |
| 194           | Sq.Ft.     | Install new permeable air barrier  | .15          | .25              | .40          |
| 195           | Sq.Ft.     | Twine to support 10" or more soft drop belly   | .10          | .15              | .25          |
| 195           | Sq.Ft.     | Patch, seal and twine holes in belly material in excess of 9 sq.ft.  | 2.00         | 2.50             | 4.50         |
| 197           | LF.        | Replace metal skirting   | 5            | 15               | 20           |
| 198           | LF.        | Replace wood skirting  | 5            | 15               | 20           |
| 199           | Ea.        | Remove existing and install new 6"x16" skirting vents  | 15           | 30               | 45           |
| 200           | Ea.        | Cut in and install new metal 6"x16" skirting vents   | 20           | 30               | 50           |
| 201           | LF.        | Extend condensate line to the outside  | 1            | 2                | 3            |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 202           | Ea.        | Add new access to skirting  | 50           | 100              | 150          |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 203           | Per System | Duct seal entire heating supply and cold air return system including plenum in single wide                          | 350          | 450              | 800          |
| 204           | Per System | Duct seal entire heating supply and cold air return system including plenum in double wide                          | 450          | 500              | 950          |
| 205           | Ea.        | Cut in and seal plenum only   | 25           | 50               | 75           |
| 206           | LF.        | Duct sealing/repair branch ducts  | 2            | 6                | 8            |
| 207           | LF.        | Remove existing branch duct and replace with rigid metal ducting up to 7"   | 2            | 8                | 10           |
| 208           | LF.        | Add new rigid metal branch duct to include; ducting, boot and floor register  | 2            | 6                | 8            |
| 209           | Sq.Ft.     | Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports     | 1.50         | 3.00             | 4.50         |
| 210           | Ea.        | Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"                             | 50           | 65               | 115          |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT INSULATION</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 211           | Sq.Ft.     | Install R-11 vinyl faced insulation   | .30          | 1.10             | 1.40         |
| 212           | LF.        | Install rigid foam board for support  | 1.00         | 1.50             | 2.50         |
| 213           | Ea.        | Support HVAC ducts – when no duct work called for   | .10          | .50              | .60          |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WINDOWS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 214           | Sq.Ft.     | Install new vinyl replacement window to include interior and exterior air sealing                                   | 10           | 50               | 60           |
| 215           | Sq.Ft.     | Add safety glass to a replacement window  | 2            | 6                | 8            |
| 216           | LF.        | Install metal drip edge   | 1            | 6                | 7            |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 217           | Ea.        | Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt      | 200          | 1400             | 1600         |
| 218           | Ea.        | Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt | 200          | 1600             | 1800         |
| 219           | Ea.        | Install new keyed alike lockset and deadbolt  | 30           | 70               | 100          |
| 220           | Ea.        | Install peephole  | 20           | 40               | 60           |
| 221           | Ea.        | Install single lockset  | 15           | 20               | 35           |

| Item # | Qty    | MEASURE DESCRIPTION – WATER HEATER  | Labor | Materials | Total |
|--------|--------|---|-------|-----------|-------|
| 222    | Ea.    | Insulate Water Heater Tank with R-11 vinyl faced insulation   | 20    | 80        | 100   |
| 223    | Ea.    | Insulate water heater cavity to R-11 to include infiltration  | 15    | 50        | 75    |
| 224    | Ea.    | Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration | 20    | 100       | 120   |
| 225    | LF.    | Insulate plumbing at hot water tank with R-11– when not assigned to a measure                               | 2     | 3         | 5     |
| 226    | Ea.    | Repair water heater cavity door   | 75    | 100       | 175   |
| 227    | Sq.Ft. | Remove existing water heater cavity door and install new R-7 metal mobile door with single lock             | 25    | 75        | 100   |
| 228    | Ea.    | Install pressure relief tube and extend to crawlspace   | 25    | 80        | 105   |
| 229    | Ea.    | Remove and replace existing electric water heater tank to include earthquake strap and drip pan             | 300   | 700       | 1000  |
| 230    | Ea.    | Remove and replace existing Gas water heater tank to include earthquake strap and drip pan                  | 300   | 700       | 1000  |
| 231    | Set    | Install high and low venting to gas water heater cavity door up to 16"x6"                                   | 50    | 100       | 150   |
| 232    | Ea.    | Install combustion air vent to water heater cavity floor  | 30    | 35        | 65    |

July 29 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Richart Family, Inc. for the  
Weatherization Major Measure Contractors**

|  |   |
|--|---|
| <b>Purpose/<br/>Outcomes</b>               | To install weatherization major measures to improve home health, safety and comfort, and to reduce energy costs for low-income residents of Clackamas County that qualify for services. |
| <b>Dollar Amount and<br/>Fiscal Impact</b> | Total contract value is \$1,050,000.00  |
| <b>Funding Source</b>                      | Oregon Housing and Community Services   |
| <b>Duration</b>                            | Through June 30, 2023 with the option to renew for two additional two-year periods if agreed to by both parties.  |
| <b>Previous Board<br/>Action</b>           | None  |
| <b>Strategic Plan<br/>Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy, secure communities   |
| <b>Counsel Review</b>                      | June 30, 2021<br>Counsel Initials: AN   |
| <b>Procurement<br/>Review</b>              | Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/>   |
| <b>Contact Person</b>                      | Korene Mather, Weatherization Services Program Manager<br>971-806-7413  |

**BACKGROUND:**

Clackamas County Health, Housing & Human Services, through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes in Clackamas County.

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

*Healthy Families. Strong Communities.*

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

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

**PROCUREMENT PROCESS:**

This project was advertised in accordance with ORS 279B and LCRB Rules on April 22, 2021. Proposals were opened on May 20, 2021 with the intent to award to multiple qualified firms. The County received seven (7) proposals: Alpha Energy Savers, Inc.; Electech Lighting and Electric; Energy Comfort & Construction, LLC.; Four Seasons Heating & Air Conditioning; Good Energy Retrofit; Green Energy Solutions; and Richart Family, Inc. After the review and scoring process, the Evaluation Team recommended awarding all firms that submitted proposals.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Children, Family and Community Connections and Richart Family, Inc. for the Weatherization Major Measure Contractors.

Respectfully submitted,

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

**WEATHERIZATION SERVICES CONTRACT  
MAJOR MEASURE CONTRACTORS  
Contract #4236**

This Weatherization Services Contract (this “Contract”) is entered into between **Richart Family, Inc.** (“Contractor”) and Clackamas County (“County”) to provide weatherization services for the Children, Family and Community Connections 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 Scope of Work 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, 2023**, 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 #2021-36– 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.

**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. Contractor shall immediately make the necessary repairs.

**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.

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

**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.

If Contractor performs additional Work without authorization through a change order, Contractor shall be solely responsible for the costs associated with the additional Work and shall not be entitled to an extension of the work timeline.

**Section 18. Adjustment of Contract:** Notwithstanding any other provisions of this Contract, the County may, pursuant to Oregon law and contingent upon appropriation of available funds, 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. In the event insufficient funds are appropriated and available, as determined by County in its sole discretion, to make adjustments to account for the events described in this Section 18, the parties agree to negotiate, in good faith, to either reduce the Work to accommodate the change. If the parties are unable to agree upon a reduced scope of Work, the parties may terminate this Contract pursuant to Section 29, below.

**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.

- 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.

**Section 28. Laws, Regulations and Orders, and Tax Law Covenant:** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein. All terms and conditions required under applicable federal or state law, or required by any State or Federal agencies providing funding for performance under this Contract, are hereby incorporated by this reference herein. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

**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.

**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 (42 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.

**Section 41. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**Section 42. Further Assurances.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

**Section 43. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Richart Family, Inc.

Clackamas County

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

\_\_\_\_\_  
Chair

CHRIS ROBINSON - WEATHERIZATION  
OPS. MANAGER  
Name / Title Printed \_\_\_\_\_

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

50439  
CCB License Number \_\_\_\_\_

Approved as to from.

028372-84  
Oregon Business Registry Number \_\_\_\_\_

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

06/30/2021

FBC/Oregon  
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: RICHART FAMILY LLC.

Representative Name and Title:  
CHRIS ROBINSON - WEATHERIZATION OPERATIONS MANAGER

Signature:

Date:

Chris Robinson

6/11/2021

**Request for Proposals #2021-36  
Weatherization Major Measure Contractors (“RFP”)  
Published April 22, 2021**



**REQUEST FOR PROPOSALS #2021-36**

**FOR**

**WEATHERIZATION MAJOR MEASURE AND SPECIALTY CONTRACTORS**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair  
SONYA FISCHER, Commissioner  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner  
MARK SHULL, Commissioner**

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**Gary Schmidt  
County Administrator**

**Ryan Rice  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 20, 2021**

**TIME: 2:00 PM, Pacific Time**

**PLACE: [Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

**SCHEDULE**

Request for Proposals Issued..... April 22, 2021  
Protest of Specifications Deadline.....April 29, 2021, 5:00 PM, Pacific Time  
Deadline to Submit Clarifying Questions.....May 13, 2021, 5:00 PM, Pacific Time  
Request for Proposals Closing Date and Time.....May 20, 2021, 2:00 PM, Pacific Time  
Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide weatherization and related specialty construction services to low-income residents. No Proposals will be received or considered after that time.

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-36-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us).

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**‘ This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.’**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County Health, Housing & Human Services (“H3S”), through its Children, Family & Community Connections – Weatherization Services, seeks to improve the health, safety, and comfort of low-income residents through increased home energy efficiency and lower energy costs. To achieve this, H3S is establishing a ranked list of contractors that are qualified to install weatherization major measures and/or applicable specialty contractor services (electrical, plumbing, HVAC, etc.) for eligible low-income families/individuals who reside in single-family homes.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

The Weatherization Services unit of the Children, Family & Community Connections Division has been providing weatherization services to qualified residents for over 40 years. The program is intended to improve and maintain the habitability of homes and therefore the health and safety of residents, as well as lower their energy burden and costs. Approximately 100 low-income households are served each year.

The mission of Weatherization Services is to provide energy education, dwelling assessment, and energy efficiency services to low-income county residents so they can experience decreased energy costs and increased comfort, health, and safety in their homes.

#### **3.2.1. SPECIAL CONSIDERATIONS**

##### **Program Goals and Expectations:**

- All residents receiving services (regardless of specialty) through this program will be treated with dignity and respect; and
- Weatherization Services program exists to serve low-income residents of Clackamas County with the goals of reducing household energy burden, maintaining safe and affordable housing, 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 projects to move forward with and which weatherization measures and/or specialty work (electrical, plumbing, roofing, HVAC) may be completed within each project.
- The County conducts a weatherization audit for each potential project prior to assigning a work order and determining a contractor. The information collected from the audit is used along with utility usage, cost information, and funding availability to determine the measures that may be selected for the

potential project. Using the process described within the contract, the Contractor selected for the project is based upon a comparison of best value and availability using "actual" cost information provided by the Contractors (price sheets).

- No weatherization project will be completed that will violate funding rules or the MGA guidelines.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Work Order Assignment**

The County will develop Work Orders (WO) based upon energy audit results and Savings to Investment Ratios (SIR), 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 first available Contractor, based on a comparison of the best value, work cap/bonding limitation, and acceptance of the work.

An Outstanding Vendor Job Report will be provided to each Contractor on a regular basis showing WO status. Contractors with jobs nearing or over the maximum of 45 calendar days for job completion may be put on restriction from receiving additional WOs issued by the County.

No weatherization project will be completed under this process that violates funding rules or Master Grant Agreement guidelines.

#### **3.3.2 Assigned Work**

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

- 1 County will perform a weatherization energy audit for each dwelling prior to assigning a work order (WO).
- 2 The information collected will be used, along with household utility usage and cost information to determine the cost effective measures that may be selected for a potential project.
- 3 County will develop WOs and reserves the right to determine which weatherization measures and applicable specialty services (electrical, plumbing, HVAC) are to be included on a project.
- 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 Multiple Contractors may be selected to perform work on a project when deemed cost effective by the County.
- 6 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.
7. Contractors may receive WOs that do not require specialized certifications.
- 8 Work that requires specialized certification, licensing, and/or completion of approved and required training prior to performance of unique work will be assigned only to Contractors that are able to demonstrate that they meet and maintain current certifications, licenses, and training required for the performance of unique work. Contractors may be required to provide, prior to the start of County work activity, documentation attesting to their currency and certification level. This "unique work" includes, but is not limited to Pressure Balancing, CAZ testing (Combustion appliance zone and Worst Case draft testing).

9. Cover inspections and final inspections will be conducted by County Quality Control Inspectors and Contractors must pass inspection before submitting invoices for payment.

### **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. 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 residing within Clackamas County. All households served will be qualified for services via the County's application process, will be placed on an approved County waiting list, after which they will be scheduled for an energy audit of their home.

### **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**

The budget for this program is approximately \$1.2M annually, subject to change from one budget cycle to the next. Funding sources are Federal, state, and local dollars. This estimate is offered solely for information purposes and is not a guarantee of work. The funding amount described in this solicitation is not guaranteed.

### **3.3.7. Technical Training**

Periodically, the County may make available training opportunities to Contractors and their crews at no cost to the Contractors (but not including Contractor labor costs). Such training may be a requirement for continued participation in the program and/or 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 following specifications which may change from time to time (Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

and Oregon Weatherization Assistance Plan for U.S. Department of Energy – located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf> ) as part of the RFP.

All measures will be installed according to the expectations of Clackamas County Weatherization (see Appendix 2 – Clackamas County Weatherization Measure Install Expectations).

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 manufacturer's 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 to 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;
  - Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age;
  - 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;
  - Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended , relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and
  - The requirements of any other nondiscrimination statute(s) which may apply.
- ii. 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;
- ii. 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.

Contractors must be registered with the Federal System for Award Management and may not be debarred 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 County for consideration. If the County determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price for future WOs. Contractors will not be able to otherwise reduce or increase vendor pricing on any item. Unit prices submitted by Contractors will not be allowed to be changed for the first (1<sup>st</sup>) year of the executed contract.

### **3.4.3. Hazardous Materials**

All material that include solvents, paint, 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 statement, 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 (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 Clackamas County Weatherization Services of disqualification/debarment, where the receipt of the notification from the Contractor is received by Weatherization Services within one (1) business day.

The System for Award Management (SAM.gov) identifies contractors that are debarred, while the Oregon Construction Contractors Board (CCB) identifies contractor license status, which is either "Active" or "Suspended".

#### **3.4.4.1. Licensing/Endorsements/Disqualification**

##### **Oregon Construction Contractors Board (CCB)**

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 (<https://www.oregon.gov/CCB/Pages/index.aspx>).

#### **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 (see <https://sam.gov/SAM/> for additional information). Contractor shall not permit any subcontractor who is debarred to provide services under any WO.

#### **3.4.4.3. Lead Safe Weatherization**

All weatherization work performed on pre-1978 housing must be conducted in a lead safe manner as prescribed by the Lead Safe Weatherization curriculum required by the U.S. Department of Energy. For containment information, see the current version of the Oregon Weatherization State Plan for USDOE, Appendix D: Health & Safety Plan, Lead-Based Paint, located at: <https://www.oregon.gov/ohcs/energy-weatherization/Documents/Final-U%20S-DOE-for-State-of-Oregon-Weatherization-Assistance-Plan-2020-21.pdf>

It is the Contractor's responsibility to ensure that all their current work products and operations reflect the current DOE Oregon State Plan requirements.

All Contractors (and their personnel) who working on County contracted job sites related to this project are required to satisfactorily complete Lead Safe Weatherization training from a State approved trainer, and receive certification prior to doing any weatherization related work in homes built before 1978. 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 30-day time frame, no new WOs shall be issued until the standards are met.

Go to <https://www.oregon.gov/ccb/licensing/Pages/leadquestions.aspx> for more information regarding lead safe licensing.

#### **3.5. Required Contractor Vendor Workshop/Training**

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

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

All awarded contractors are required to have at least one (1) current staff member, ideally someone in a leadership position, attend this workshop. This workshop is also recommended for administrative and office staff that handle work flow, invoices, payments, crew leaders and supervisors. Contractors and their staff will attend at their own cost.

Contractors are required to notify the County Weatherization staff within 30 calendar days if/when the person who attended this required workshop/training is no longer employed. Information regarding the workshop will be emailed to all contractors upon contract award.

### **3.6. Specifications**

All work shall be completed in compliance with the current version of the Oregon Weatherization Assistance Program, Site Built and Manufactured Home Field Guide and Standards (OWAP), hereby incorporated by reference. OWAP may be updated from time to time and can be located at:

<https://www.oregon.gov/ohcs/energy-weatherization/Documents/OR-WAP-Field-Guide-6-2020.pdf>

Within the short descriptions contained in this Major Measure Items 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 Clackamas County Install Expectations exceed requirements outlined in the OWAP, the higher standard shall be used (see Appendix 2 – Clackamas County Install Expectations).

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.

### **3.7. 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.

### **3.8. 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.

### **3.9. Major Measures**

Major Measure Items are described in Appendix 1: Weatherization Major Measure Line Item Descriptions. The descriptions are excerpts from the technical specifications for each measure item that may be included in a WO.

### **3.10. Performance Measures and Performance Reporting**

All work is subject to inspection (including Cover and Final Inspections) and approval by the County prior to sign off and completion. County reserves the right to inspect any assigned work at any time.

Contractors' performance will be monitored for quality, timeliness, and adherence to billing/invoice procedures and requirements, as outlined the Required Contractor Workshop Training class, and contract(s) resulting from this solicitation. Weatherization measures and related work shall be completed 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 by County and approved in writing by OHCS before the measure is installed.

If a specific application is not addressed in the specification, codes or regulations, the County shall consult OHCS to determining appropriate action consistent with the codes, regulation 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.

Once a Contractor accepts a WO, the associated job must be completed by the Contractor within 45 calendar days from acceptance of the WO. If a Contractor fails to complete the work within this timeframe, the Contractor may be placed on restriction and not assigned new work until the job is completed and passes inspection 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.

### **3.11. Contract Term**

The term of the contract shall be from the effective date through June 30, 2023, with an option to renew for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties. At the end of the initial term of the contract, the County, at its sole discretion, may extend contracts to additional Contractors as deemed necessary and in the best interest of the County.

### **3.12. Work Site Safety Requirements**

Contractors must follow safety and health regulations for construction set by the Occupational Safety and Health Administration (OSHA), including Duty to Provide Fall Protection Systems for site built and manufactured homes. These regulations are outlined in OSHA Construction Industry Standards located in CFR 29 1926.501

[See <https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.501> ]

**3.13. Term of Contract:**

The term of the contract shall be from the effective date through June 30, 2023, with the option to extend the term for two (2) additional two (2) year renewals thereafter, subject to the mutual agreement of the parties.

**3.14 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 EVALUATION CRITERIA**

| <u>Category</u>   | <u>Points available:</u> |
|---|--------------------------|
| Proposer's General Background and Qualifications (Attachment A) | 0-40                     |
| Price Sheets (Attachment B, C1/C2, D, or E)**                   | 0-60                     |
| <b>Total available points</b>                                   | <b>0-100</b>             |

**\*\*Applicants may submit price sheets for multiple specialties, if applicable.**

**4.3 SELECTION AND AWARD**

Once proposals have been selected for award, 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 reach agreement with a selected Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

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. PROPOSAL COMPONENTS

- **Provide the following information on Attachment A – Proposal Template – Weatherization Major Measure and Specialty Contractor:**
  - Provide a description of the business, including name and type(s) of service(s) offered for this solicitation.
  - Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.
  - Provide a description of the business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).
  - List of the types of work the business is qualified to perform related to this solicitation and any related certifications and/or training.
  - Identify key individuals that would be assigned to this project and list their credentials/experience.
  - Description of services/work done for public entities of similar size within the past five (5) years, if applicable.
  - Oregon CCB Number
  - SAM.GOV registration/DUNS Number
  - CCB Lead Based Paint Renovation Contractors License Number
  - Lead Renovation Repair and Painting Program Employee Certifications
  - Employer Identification Number
  - References – Provide three (3) references from clients your firm has served 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.
- **Complete Attachments B, and C, D, E, and F**
  - Weatherization Contractors should complete the Single Family Weatherization Major Measure Price List (Attachment B). *Use Appendix I Weatherization Major Measure Line Items Descriptions to help determine pricing.*
  - Specialty Contractors should complete the HVAC, Plumbing, or Electrical Price List(s) (Attachments C1/C2, D, and E). *Use the Line Item Descriptions for each specialty to help determine pricing.*
  - Proposal Certification.

## **Contractor's Proposal**

## ATTACHMENT A

### Weatherization Major Measure and Specialty Contractor Proposal Template

*Provide brief, thorough answers to the following questions and complete the table below. This form can be completed electronically or using an ink pen. If additional space is needed, continue your response on a separate sheet of paper and remember to include it in your submission.*

#### **1. Provide a description of your business, including name and type(s) of service(s) offered for this solicitation.**

Richart Family Inc. 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 remain fully equipped to perform all measures defined in the OECA field guide and standards. 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.

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 and his department has been serving electrical needs on weatherization projects for almost 20 years. We presently employ six electricians, a section of these are licensed Oregon Journeymen or apprentices. All of our Journeymen have performed electrical measures required within WAP contracts.

RFI also has a full service construction/remodeling department. All journey level carpenters we currently employ have years of WAP weatherization, one of them formally held BPI certification. 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.

#### **2. Describe diversity and inclusion practices in hiring and level of fringe benefits offered to employees, if applicable.**

RFI is committed to equal employment opportunities for all employees regardless of race, color, citizenship status, national origin, ancestry, gender, gender identity, genetic information, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, HIV or AIDs status, or any other factor protected by local, state, or federal law. This policy applies to all parts of the employment experience, including recruitment, hiring, compensation, layoff, discharge, training, and all other terms, conditions, or privileges of employment.

Many years of hard work allow RFI to provide sustainable benefits with a hope of encouraging long term employment. Some benefits were more recently instituted and continued effort will seek expand through profit investment. Benefits currently include, medical/dental insurance for employee/family, paid holidays, paid time off, vacation pay accrual, 4% match on 401k program, and long term disability coverage.

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.

**3. Provide a description of your business's experience and expertise installing weatherization measures and/or related specialty contractor services (electrical, plumbing, HVAC, roofing, etc.).**

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.

**4. List any applicable certifications and/or trainings.**

- 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- 91-1225032
- Other appropriate licenses- Will obtain proper city licenses per project

**5. Identify key individuals that would be assigned to this project and list their credentials/experience.**

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 (13 years employed at RFI. BPI and Journeyman Weatherization Journeyman)

Designated Clackamas County Weatherization Project Manager

Stephen Threatt (17 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

Donny Nichols (Project Manager in training, Crew Leader, 5 years employed at RFI)

Keith Olsen (Crew Leader 6 years employed at RFI. BPI and Weatherization Journeyman)

Jesus Dominguez (Crew Leader 13 years employed at RFI. Weatherization Journeyman)

Heladio Cardenas-Gonzales (Crew Leader 5 years employed at RFI. Weatherization technician)

Garrett Sturdevant (3 years employed at RFI. Weatherization technician)

Alberto Gallegos (Crew Leader 3 years employed at RFI. Weatherization technician)

David McGraw (3 years employed at RFI. Weatherization Apprentice)

Emmett Axling (4 months employed at RFI. Weatherization Apprentice)

Alejandro Ortiz (2 months employed at RFI. Weatherization Apprentice)

Kenlee Huston (2 weeks employed at RFI. Weatherization Apprentice)

Giovanni Scarpelli (1 week employed at RFI. Weatherization Apprentice)

#### Bookkeeping and Administrative Team

Lulu Handy (30 years employed at RFI. Office and Bookkeeping Manager. A/R, A/P, Financial Reports, Taxes. Liaison to CPA)

Haley Richart (12 years employed at RFI. Intake, Payroll and Benefits, Safety, Misc. Administrative duties)

Missy Richart (39 years employed at RFI. Administrative Assistant)

Melissa Sitmann (3 years employed at RFI. Bookkeeping and Administrative Assistant)

Olivia Sefton (2 years 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)

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)

J.D. Deherrera (5 years employed at RFI. Crew lead Weatherization technician)

Cristian Estrada (4 years employed at RFI. Crew lead Weatherization technician)

Dylan Chavez (2 years employed at RFI. Weatherization Apprentice)

Eric Luna (2 years employed at RFI. Weatherization 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.

**6. Provide a description of services/work done for public entities within the past five (5) years, if applicable.**

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 Elensburg 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.

Our construction/ remodeling department has been awarded projects from both Home Forward in Multnomah County and Vancouver Housing Authority. These projects were large apartment renovations mostly comprised of installing envelop systems, weatherization, interior upgrades, decks, and fencing.

|   |   |
|---|---|
| <b>Oregon CCB Number</b>  | 50439   |
| <b>SAM.GOV Registration/DUNS Number</b>   | 057679862   |
| <b>CCB Lead-Based Paint Renovation Contractors License Number</b>   | LBPR50439   |
| <b>Lead Renovation Repair and Painting Program Employee Certifications</b>                                      | ATTACHED  |
| <b>Employer Identification Number</b>   | 91-1225032  |
| <b>References:</b><br>Provide three (3) references for clients your firm has served in the past three (3) years | <b>One client that has engaged the firm in the past 36 months:</b><br>Name: Clark County Community Development Weatherization<br>Mike Selig-Program Coordinator<br>mike.selig@clark.wa.gov<br>Address: 360-397-2375 Ext 4540<br>1300 Franklin, Vancouver WA<br>Email:<br>Telephone: |
|   | <b>One long-term client:</b> Clark County Community Development Weatherization<br>Mike Selig-Program Coordinator<br>Name: mike.selig@clark.wa.gov<br>Address: 360-397-2375 Ext 4540<br>1300 Franklin, Vancouver WA<br>Email:<br>Telephone:  |
|   | <b>One other client:</b> Opportunities Industrialization Center of Washington<br>Joe Sanchez- Housing Director<br>Name: jo.s@yvoic.org<br>Address: 509-452-2840 (Office)<br>Email: 1419 Hathaway, Yakima WA<br>Telephone:   |

Provide other relevant information, if any

One client that has engaged the firm in the past 36 months:  
Coastal Community Action Program  
Jim Volz- QCI Auditor  
jimv@coastalcap.org  
360-500-4506 (office)  
117 E Third Aberdeen WA

## Attachment B

### Single Family Weatherization Major Measure Price List

Vendor Name:

| Item # | Qty. | MEASURE DESCRIPTION - ASHRAE  | Labor  | Material | Total   |
|--------|------|---|--------|----------|---------|
| 1      | Ea.  | Remove and replace existing ceiling mount bathroom exhaust fan with new ASHRAE compliant exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone     | 598.14 | 391.09   | 989.23  |
| 2      | Ea.  | Install New ASHRAE compliant ceiling mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant     | 598.14 | 391.09   | 989.23  |
| 3      | Ea.  | Remove and replace existing wall mount bathroom exhaust fan with ASHRAE compliant wall mount exhaust fan with damper, no less than 80 CFM & no more than 1.0 sone | 598.14 | 443.00   | 1041.14 |
| 4      | Ea.  | Install New ASHRAE compliant wall mount bathroom exhaust fan, no less than 80 CFM and no more than 1.0 sone with damper. All fans must be ASHRAE compliant        | 598.14 | 443.00   | 1041.14 |
| 5      | Ea.  | Remove and replace existing Kitchen range hood with new ASHRAE compliant range hood with damper, no less than 150 CFM & no more than 3 sones                      | 534.09 | 476.17   | 1010.26 |
| 6      | Ea.  | Install New ASHRAE kitchen range hood with damper, no less than 150 CFM and no more than 3 sones - to include pig tail  | 562.44 | 476.17   | 1038.61 |
| 7      | Ea.  | Remove and replace existing wall mount kitchen exhaust fan with ASHRAE compliant wall mount exhaust fan with damper   | 534.09 | 361.51   | 895.60  |
| 8      | LF   | Vent existing bathroom exhaust fan using 4" to 6" vent pipe   | 10.63  | 15.32    | 25.95   |
| 9      | LF   | Vent New ASHRAE bathroom exhaust fan using 4" to 6" vent pipe   | 10.63  | 15.32    | 25.95   |
| 10     | LF   | Vent existing kitchen range hood using 5" to 8" vent pipe   | 12.40  | 16.38    | 28.78   |
| 11     | LF   | Vent New ASHRAE kitchen range hood using 5" to 8" vent pipe   | 12.40  | 16.38    | 28.78   |
| 12     | LF   | Vent existing down draft kitchen exhaust fan to code using 5" to 8" vent pipe   | 9.45   | 12.84    | 22.29   |
| 13     | Ea.  | Install new exterior metal wall hood to existing bathroom exhaust vent  | 56.68  | 76.47    | 133.15  |
| 14     | Ea.  | Install new exterior metal wall hood to existing kitchen exhaust vent (price per each)  | 56.68  | 66.49    | 123.17  |
| 15     | Ea.  | Install ASHRAE compliant bathroom exhaust fan switch/delay/ventilation control wall switch  | 139.80 | 82.73    | 222.53  |
| 15     | Ea.  | Install Humidistat timer switch with multi humidity settings  | 139.80 | 82.73    | 222.53  |
| 17     | Ea.  | Install bathroom exhaust fan mechanical switch - push button or wind up   | 139.80 | 58.90    | 198.70  |
| 13     | Ea.  | Install pig tail for kitchen range hood   | 97.03  | 42.25    | 139.28  |

|               |                   |   |                            |                            |                            |
|---------------|-------------------|---|----------------------------|----------------------------|----------------------------|
| 19            | Ea.               | Install New pig-tail with j-box to kitchen range hood   | 181.98                     | 67.60                      | 249.58                     |
| 20            | Per<br>100<br>CFM | ASHRAE air sealing-when not assigned to major measure   | 76.62                      | 17.03                      | 93.65                      |
| 21            | LF                | Replace existing dryer venting when not assigned to major measure. Hood is to be louvered style.                              | 7.08                       | 5.60                       | 12.74                      |
| 22            | Ea.               | Replace dryer vent hood and connect to existing vent pipe. When not assigned to a major measure Hood is to be louvered style. | 56.68                      | 42.97                      | 99.65                      |
| 23            | Ea.               | Install new metal R-49 roof vent  | 70.85                      | 62.11                      | 132.96                     |
| 24            | Ea.               | Remove and replace existing roof vent with new metal R-49   | 70.85                      | 62.11                      | 132.96                     |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – PRESSURE BALANCING</b>   | <b>Labor</b>               | <b>Material</b>            | <b>Total</b>               |
| 25            | Hourly            | Pressure balancing  | 76.62                      | 0.00                       | 76.62                      |
| 26            | Ea.               | Undercut door (up to 2")  | 43.88                      | 0.00                       | 43.88                      |
| 27            | Ea.               | Furnish and Install by-pass grill to door min 16"x 8"   | 56.68                      | 51.58                      | 108.26                     |
| 28            | Ea.               | Install by-pass grill 16"x 4" – 16"x 8" in wall   | 56.68                      | 41.37                      | 98.05                      |
| 29            | Ea.               | Install by-pass grill 10"x 4" in ceiling, to include 6" flex jump-over duct up to 10 LF.                                      | 113.35                     | 128.48                     | 241.83                     |
| 30            | Ea.               | Add inline damper to existing exhaust fan 4" to 7"  | 56.68                      | 31.25                      | 87.93                      |
| 31            | Ea.               | Install inline damper to kitchen fan or range hood.   | 56.68                      | 31.25                      | 87.93                      |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – HEALTH &amp; SAFETY</b>  | <b>Labor</b>               | <b>Material</b>            | <b>Total</b>               |
| 32            | Hour              | Lead safe Weatherization  | 76.62                      | 11.79                      | 88.41                      |
| 33            | Project           | Time to contact and coordinate with asbestos contractors on the encapsulation of suspected asbestos materials.                | 102.33                     | 0.00                       | 102.33                     |
| 34            | Ea.               | Install critical barrier over confirmed/presumed asbestos duct bands  | COST +<br>20% <sub>0</sub> | COST +<br>20% <sub>0</sub> | COST +<br>20% <sub>0</sub> |
| 35            | LF.               | Install combustion air vent to air tight wood stove or pellet stove   | 7.08                       | 4.67                       | 11.78                      |
| 36            | LF.               | Install combustion air for non-air tight combustion appliance to the outdoors   | 7.08                       | 8.72                       | 15.80                      |
| 37            | Ea.               | Install fresh air 80 or 100   | 85.02                      | 104.76                     | 189.78                     |
| 38            | Sq.Ft.            | Install new 6-mil ground cover (if no floor insulation called for)  | .20                        | .18                        | .38                        |
| <b>Item #</b> | <b>Qty</b>        | <b>MEASURE DESCRIPTION – AIR INFILTRATION</b>   | <b>Labor</b>               | <b>Material</b>            | <b>Total</b>               |

|    |         |   |        |        |        |
|----|---------|---|--------|--------|--------|
| 39 | 100 cfm | Blower door directed air sealing - per 100 cfm reduction.   | 76.62  | 17.03  | 93.65  |
| 40 | Sq.Ft.  | Air sealing with 2 part foam system   | .57    | 2.38   | 2.95   |
| 41 | Sq.Ft.  | Sheetrock patching  | 28.34  | 5.92   | 34.26  |
| 42 | Sq.Ft.  | Chimney chase way/s if opening is over 2 sq.ft.   | 7.02   | 12.05  | 19.07  |
| 43 | Ea.     | Seal interior plumbing penetrations when not assigned to a major measure where opening is over 3 sq.ft. | 18.76  | 8.67   | 27.43  |
| 44 | Sq.Ft.  | Remove and replace existing broken single pane glass from a <u>wood sash</u>                            | 18.06  | 10.18  | 28.24  |
| 45 | Sq.Ft.  | Remove and replace existing broken glass in <u>aluminum sash</u>  | 18.06  | 10.18  | 28.24  |
| 46 | Sq.Ft.  | Remove and replace existing broken IGU  | 12.58  | 11.49  | 24.07  |
| 47 | LF      | Remove and replace glazing compound   | 4.04   | 1.70   | 5.80   |
| 48 | Ea.     | Install door weatherstrip kit   | 56.68  | 40.05  | 96.73  |
| 49 | Ea.     | Install new snap bead vinyl weatherstrip  | 56.68  | 31.11  | 87.79  |
| 50 | Ea.     | Install new door threshold up to 48"  | 56.68  | 25.92  | 82.60  |
| 51 | Ea.     | Install new door shoe up to 48"   | 56.68  | 20.11  | 76.79  |
| 52 | Ea.     | Install new door sweep up to 48"  | 28.34  | 9.39   | 37.73  |
| 53 | Ea.     | Adjust existing door  | 170.03 | 104.10 | 274.13 |
| 54 | LF.     | Block and seal knee-wall rakes  | 5.32   | 4.10   | 9.42   |
| 55 | LF.     | Block and seal basement Rim Joists  | 2.37   | 4.10   | 6.47   |
| 56 | LF.     | Block and seal tops and bottoms of balloon framed walls   | 1.42   | 2.12   | 3.54   |
| 57 | Ea.     | All (IC and non-IC rated) recessed light fixtures air sealed using sheetrock box                        | 28.34  | 21.13  | 49.47  |
| 58 | Ea.     | Heat producing fixtures (when not insulating attic)   | 42.51  | 16.85  | 59.36  |
| 59 | Ea.     | Remove non IC rated recessed lights and replace with new IC rated unit                                  | 95.98  | 47.77  | 143.75 |
| 60 | Sq.Ft.  | Floor patch repair and seal   | 23.66  | 15.70  | 39.36  |
| 61 | Ea.     | Replace attic access (when not insulating)  | 113.35 | 75.73  | 189.08 |
| 62 | Ea.     | Weatherstrip interior attic access (when not insulating)  | 56.68  | 40.15  | 96.83  |

|               |            |  |              |                 |              |
|---------------|------------|--|--------------|-----------------|--------------|
| 63            | Ea.        | Repair and weatherstrip interior attic access (when not insulating)                    | 113.35       | 75.73           | 189.08       |
| 64            | Ea.        | Install thermal, air tight attic pull down enclosure                                   | 283.40       | 313.01          | 596.41       |
| 65            | Ea.        | Replace existing crawlspace access (when not insulating)                               | 113.35       | 85.20           | 198.55       |
| 66            | Ea.        | Weatherstrip interior floor access (when not insulating)                               | 56.68        | 30.00           | 86.68        |
| 67            | Ea.        | Repair and weatherstrip interior floor access (when not insulating)                    | 85.02        | 81.85           | 166.87       |
| 68            | Ea.        | Weatherstrip interior knee-wall access door (when not insulating)                      | 85.02        | 57.18           | 142.20       |
| 69            | Ea.        | Build knee-wall access door and weatherstrip   | 113.35       | 135.76          | 249.11       |
| 70            | Ea.        | Cut in temporary access and seal upon completion                                       | 113.35       | 46.58           | 159.93       |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – CEILING INSULATION</b>  | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 71            | Sq.Ft.     | Install R-19 blown in fiberglass insulation  | .95          | .81             | 1.76         |
| 72            | Sq.Ft.     | Install R-27 blown in fiberglass insulation  | .97          | 1.04            | 2.01         |
| 73            | Sq.Ft.     | Install R-38 blown in fiberglass insulation  | .99          | 1.41            | 2.40         |
| 74            | Sq.Ft.     | Install R-49 blown in fiberglass insulation  | 1.01         | 1.86            | 2.87         |
| 75            | Sq.Ft.     | Low clearance attic space. Labor only  | .23          | 0.00            | .23          |
| 76            | Sq.Ft.     | Floored attic areas – Labor only   | 1.47         | 0.00            | 1.47         |
| 77            | Ea.        | Cut in and install new attic access approx. 20"x30"                                    | 141.70       | 110.21          | 251.91       |
| 78            | Ea.        | Seal off existing attic access and install new approx. 20"x30"                         | 255.05       | 147.95          | 403.00       |
| 79            | LF         | Install 1/2" minimum plywood damming   | 7.09         | 5.88            | 12.97        |
| 80            | LF         | Install fiberglass damming   | 3.54         | 3.09            | 6.63         |
| 81            | Ea.        | Install Electrical Junction boxes to enclose flying splices                            | 84.34        | 16.90           | 101.24       |
| 82            | Sq.Ft.     | Dam knob and tube wiring   | .38          | 1.03            | 1.41         |
| 83            | Ea.        | Install baffle to low venting  | 5.07         | 2.77            | 8.44         |
| 84            | Ea.        | Install rafter/eave vent-frieze block vent 2"x4"-2"x6" by 16" or 24" Frieze Block Vent | 27.84        | 10.14           | 37.98        |
| 85            | Ea.        | Install soffit vent 4"x16", 6"x 16" or 8"x16"  | 28.07        | 11.76           | 39.83        |

|               |            |  |              |                 |              |
|---------------|------------|--|--------------|-----------------|--------------|
| 86            | Ea.        | Install gable vent 8"x12", 8"x16" or 12"x12"                                 | 98.24        | 71.25           | 169.49       |
| 87            | Ea.        | Install large gable vent 12"x18", 14"x24" or 18"x24"                         | 98.24        | 87.00           | 185.24       |
| 88            | Ea.        | Install extra-large gable vent 24"x30"                                       | 120.02       | 112.35          | 238.37       |
| 89            | Ea.        | Install metal roof vent R-50 (Only Metal vents are acceptable).              | 56.08        | 57.88           | 114.50       |
| 90            | Ea.        | Install metal roof vent R-49 (Only Metal vents are acceptable).              | 56.08        | 57.88           | 114.50       |
| 91            | Ea.        | Install roof vent R-92   | 56.08        | 38.19           | 94.87        |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>   | <b>Labor</b> | <b>Material</b> | <b>Total</b> |
| 92            | LF         | Install Water Pipe Insulation (when not insulating)                          | 2.26         | .37             | 2.63         |
| 93            | Sq.Ft.     | Twine existing floor insulation (when not insulating)                        | .57          | .04             | .61          |
| 94            | Ea.        | Install new metal 6"x16" or 8"x16" foundation vents                          | 42.51        | 27.58           | 70.09        |
| 95            | Ea.        | Remove existing and install new 6"x16" or 8"x16" foundation vents.           | 42.51        | 27.58           | 70.09        |
| 95            | Ea.        | Rescreen existing damaged foundation vents                                   | 45.39        | 10.14           | 55.53        |
| 97            | Sq.Ft.     | Removal and proper disposal of existing insulation                           | .52          | 0.00            | .52          |
| 98            | Sq.Ft.     | Labor only- to install floor insulation on irregular joist spacing           | .17          | 0.00            | .17          |
| 99            | Sq.Ft.     | Labor only- to install floor insulation where clearance is less than 18"     | .22          | 0.00            | 2.22         |
| 100           | Sq.Ft.     | Install permeable air barrier  | .57          | .35             | .92          |
| 101           | Ea.        | Seal off existing interior crawlspace access and install new approx. 20"x30" | 170.03       | 67.67           | 237.70       |
| 102           | Ea.        | Cut in and install new interior crawlspace access approx. 20"x30"            | 141.70       | 58.77           | 200.47       |
| 103           | Ea.        | Seal off existing exterior crawlspace access and install new approx. 20"x30" | 170.03       | 95.97           | 266.00       |
| 104           | Ea.        | Cut in and install new exterior crawlspace access approx. 20"x30"            | 141.70       | 95.97           | 237.67       |
| 105           | Sq.Ft.     | Install R-11 unfaced fiberglass batt insulation to existing insulation       | 1.33         | 1.00            | 2.33         |
| 106           | Sq.Ft.     | Install R-15 faced fiberglass batt insulation                                | 1.33         | 1.65            | 2.98         |
| 107           | Sq.Ft.     | Install R-25 faced fiberglass batt insulation                                | 1.33         | 1.58            | 2.91         |
| 108           | Sq.Ft.     | Install R-30 faced fiberglass batt insulation                                | 1.33         | 1.73            | 3.06         |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 109           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-25 (BIF or equivalent blown in insulation) Site built house. | 2.39         | 2.53             | 4.92         |
| 110           | Sq.Ft.     | Install bib's blown in fiberglass insulation R-30 (BIF or equivalent blown in insulation) Site built house. | 2.39         | 3.15             | 5.54         |
| 111           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x4" - 2"x6"                                 | 2.25         | 2.63             | 4.88         |
| 112           | Sq.Ft.     | Insulate garage ceiling cavity blown in fiberglass insulation 2"x8" - 2"x12"                                | 2.70         | 3.88             | 6.58         |
| 113           | Sq.Ft.     | Install up to R-30 fiberglass batt insulation to bump-out and cover with treated wood                       | 6.29         | 5.20             | 11.49        |
| 114           | Sq.Ft.     | Block and blow up to R-30 closed bump-out   | 4.98         | 4.50             | 9.48         |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION - WALLS/KNEE-WALLS/PONY WALLS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 115           | LF.        | Install insulation blocks; rim joist/rakes/knee wall/pony wall  | 2.84         | 3.64             | 6.48         |
| 116           | Sq.Ft.     | Install R-11 Un-faced fiberglass batt to existing insulation in Knee wall                                   | 1.21         | 1.18             | 2.39         |
| 117           | Sq.Ft.     | Install R-25 faced fiberglass insulation to 2"x6" knee/pony wall insulation                                 | 1.21         | 2.06             | 3.27         |
| 118           | Sq.Ft.     | Install Tyvek/FSK or equivalent   | .57          | .36              | .93          |
| 119           | Sq.Ft.     | Twine only (when not insulating)  | .45          | .04              | .49          |
| 120           | Sq.Ft.     | Install R-13 blown in fiberglass insulation bib's 2"x4" - 2"x6" framed cavity                               | .91          | 1.71             | 2.62         |
| 121           | Sq.Ft.     | Install high density R-13 cellulose insulation in 2"x4" framed cavity                                       | .91          | .99              | 1.90         |
| 122           | Sq.Ft.     | Install high density R-25 cellulose insulation in 2"x6" framed cavity                                       | 1.12         | 1.32             | 2.44         |
| 123           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x4" framed cavity                                    | .91          | .99              | 1.90         |
| 124           | Sq.Ft.     | Install cellulose insulation <u>not</u> high density 2"x6" framed cavity                                    | .91          | 1.32             | 2.44         |
| 125           | Sq.Ft.     | Install high density cellulose insulation in 2"x4" in cavity with existing insulation                       | .91          | .99              | 1.90         |
| 126           | Sq.Ft.     | Install high density cellulose insulation in 2"x6" in cavity with existing insulation                       | .91          | 1.32             | 2.44         |
| 127           | Sq.Ft.     | Install high density R-13 fiberglass insulation in 2"x4" framed cavity                                      | .91          | .99              | 1.90         |
| 128           | LF.        | Labor only - Remove and replace shake siding  | 3.65         | 0.00             | 3.65         |
| 129           | LF.        | Labor only - Remove and replace wood siding   | 4.54         | 0.00             | 4.54         |
| 130           | LF.        | Labor only - Remove and replace vinyl siding  | 3.65         | 0.00             | 3.65         |
| 131           | LF.        | Labor only - Remove and replace aluminum/metal siding   | 4.54         | 0.00             | 4.54         |
| 132           | LF.        | Labor only - Remove and replace asphalt siding  | 6.80         | 0.00             | 6.80         |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 133           | LF.        | Labor only - Drill wood siding that cannot be removed   | 3.65         | 0.00             | 3.65         |
| 134           | LF.        | Labor only - Drill stucco siding  | 6.80         | 0.00             | 6.80         |
| 135           | LF.        | Labor only - Drill interior walls   | 4.54         | 0.00             | 4.54         |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 136           | Ea.        | Remove existing door and install new 6 panel min R-7 door dual bored                          | 283.40       | 501.76           | 785.16       |
| 137           | Ea.        | Install new keyed alike lockset and dead bolt   | 33.14        | 25.35            | 58.49        |
| 138           | Ea.        | Install peephole  | 14.17        | 21.97            | 36.14        |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR and INSULATION</b>                               | <b>Labor</b> | <b>Material</b>  | <b>Total</b> |
| 139           | Per system | Duct seal entire heating supply and cold air return system                                    | 453.43       | 91.92            | 545.35       |
| 140           | Ea.        | Seal all supply and return boots at registers - when not sealing entire system                | 14.17        | 3.42             | 17.59        |
| 141           | Both       | Seal supply and return plenum in garage - when not sealing entire system                      | 28.34        | 15.00            | 43.34        |
| 142           | Ea.        | Seal supply/return plenum in crawlspace - when not sealing entire system                      | 14.17        | 15.00            | 29.17        |
| 143           | Ea.        | Seal supply/return plenum in attic - when not sealing entire system                           | 14.17        | 15.00            | 29.17        |
| 144           | Ea.        | Seal bare metal/connections on flex duct  | 9.46         | 5.23             | 14.69        |
| 145           | Sq.Ft.     | Insulate ducts using R-11 vinyl wrap insulation   | 2.15         | 1.53             | 3.68         |
| 146           | Sq.Ft.     | Insulate ducts using R-19 vinyl wrap insulation   | 2.15         | 2.10             | 4.25         |
| 147           | Sq.Ft.     | Insulate supply/return plenum in garage R-11 vinyl wrap insulation                            | 2.15         | 1.53             | 3.68         |
| 148           | Sq.Ft.     | Insulate supply/return plenum in crawlspace R-11 vinyl wrap insulation                        | 2.15         | 1.53             | 3.68         |
| 149           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-11   | 2.84         | 1.53             | 4.37         |
| 150           | Sq.Ft.     | Insulate bare metal/connections on flex duct R-19   | 2.84         | 2.10             | 4.94         |
| 151           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-11 vinyl wrap insulation | 2.84         | 1.53             | 4.37         |
| 152           | Sq.Ft.     | Removal and proper disposal of existing insulation and install new R-19 vinyl wrap insulation | 2.84         | 2.10             | 4.94         |
| 153           | LF.        | Add ducting to existing system and seal – to include boots 6", 7" or 8"                       | 7.09         | 12.22            | 19.31        |
| 154           | LF.        | Add ducting to existing system and seal – to include boots 10", 12" or 14"                    | 7.09         | 15.30            | 22.39        |
| 155           | LF.        | Remove and replace existing flex ducting and replace with rigid metal ducting 6", 7" or 8"    | 8.86         | 12.22            | 21.08        |

|     |     |   |       |        |        |
|-----|-----|---|-------|--------|--------|
| 156 | LF. | Remove and replace existing flex ducting and replace with rigid metal ducting 10", 12" or 14" | 8.80  | 15.30  | 24.10  |
| 157 | Ea. | Shorten existing flex duct run  | 42.51 | 0.00   | 42.51  |
| 158 | Ea. | Install cold air return filter grille with filter to return 16"x 20", 20"x20" or 20"x24"      | 85.02 | 109.85 | 194.87 |
| 159 | Ea. | Expose floored over register boots and install new floor register                             | 84.18 | 20.28  | 104.46 |
| 160 | Ea. | Install metal supply register   | 19.76 | 16.17  | 35.93  |

**MANUFACTURED HOME - WEATHERIZATION MAJOR MEASURE PRICES**

| Item # | Qty         | MEASURE DESCRIPTION – AIR INFILTRATION   | Labor  | Materials | Total  |
|--------|-------------|--|--------|-----------|--------|
| 161    | Per 100 CFM | Blower door directed air sealing - price per 100 cfm reduction.                                      | 76.62  | 17.03     | 93.65  |
| 162    | Sq.Ft.      | Air sealing with 2 part foam system  | .57    | 2.38      | 2.95   |
| 163    | Sq.Ft.      | Sheetrock patching   | 28.34  | 5.92      | 34.26  |
| 164    | Ea.         | Seal interior plumbing penetrations when not assigned to a major measure if opening is over 3 sq.ft. | 18.47  | 8.96      | 27.43  |
| 165    | Sq.Ft.      | Replace broken single pane glass   | 18.06  | 10.18     | 28.24  |
| 166    | Sq.Ft.      | Replace broken IGU   | 12.58  | 11.49     | 24.07  |
| 167    | Ea.         | Install door weatherstrip kit  | 56.68  | 40.05     | 96.73  |
| 168    | Ea.         | Install new snap bead vinyl weatherstrip   | 56.68  | 31.11     | 87.79  |
| 169    | Ea.         | Install foam weatherstrip tape   | 56.68  | 21.97     | 78.65  |
| 170    | Ea.         | Install new door threshold and door shoe   | 99.18  | 33.80     | 133.01 |
| 171    | Ea.         | Install new door sweep   | 28.34  | 9.39      | 37.73  |
| 172    | Ea.         | Adjust existing door   | 170.03 | 104.10    | 274.13 |
| 173    | Ea.         | Remove non IC rated recessed lights and replace with new IC rated unit                               | 95.98  | 47.77     | 143.75 |
| 174    | Sq.Ft.      | Repair and seal floor patch (when insulation is not installed)                                       | 23.60  | 15.70     | 39.30  |
| 175    | Ea.         | Eliminate blend air duct from furnace  | 28.34  | 0.00      | 28.34  |
| Item # | Qty         | MEASURE DESCRIPTION – ROOF/CAVITY  | Labor  | Materials | Total  |
| 176    | Sq.Ft.      | Insulate ceiling cavity from interior 6" - 10" to include 1"x6" MDF sealed                           | 1.51   | 2.90      | 4.41   |
| 177    | Sq.Ft.      | Insulate ceiling cavity from interior 10" - 14" to include 1"x6" MDF sealed                          | 1.63   | 3.64      | 5.27   |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 178           | Sq.Ft.     | Install EPDM system using 1" R-5 – R-7 insulation board, insulate ceiling cavity 10"-14" to an R-26 to R-38   | 1.81         | 5.40             | 7.21         |
| 179           | Sq.Ft.     | Install EPDM system using 2" R-10 – R-14 insulation board, insulate ceiling cavity 7"- 11" to an R-19 to R-30 | 1.81         | 5.89             | 7.70         |
| 180           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board and insulate ceiling cavity 7"- 11" to R-19 to R-30 | 1.81         | 6.48             | 8.29         |
| 181           | Sq.Ft.     | Install EPDM system using 3" R-15 – R-21 insulation board 6" cavity with NO blown in insulation               | 1.57         | 4.38             | 5.95         |
| 182           | Sq.Ft.     | Install EPDM system using 4" R-20 – R-28 insulation board 6" or less cavity with NO blown in insulation       | 1.57         | 4.87             | 6.44         |
| 183           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-19 to –R-25                             | 1.97         | 1.97             | 3.94         |
| 184           | Sq.Ft.     | Insulate ceiling cavity through the roof vents on 3-tab roof system R-26 to R-30                              | 1.97         | 2.58             | 4.55         |
| 185           | Sq.Ft.     | Insulate ceiling cavity through the existing roof vent openings on 3-tab roof system R-31 to R-38             | 1.97         | 3.32             | 5.29         |
| 186           | Ea.        | Cut into roof to access ceiling to insulate and install new R-49 to R-92 roof vent                            | 56.68        | 57.88            | 114.56       |
| 187           | Ea.        | Install new R-49 to R-92 roof vent  | 56.68        | 57.88            | 114.56       |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – FLOOR</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 188           | Sq.Ft.     | Blown in fiberglass insulation in soft belly 6" or less to include belly patching                             | 1.70         | 2.24             | 3.94         |
| 189           | Sq.Ft.     | Blown in fiberglass insulation in soft drop belly 6" to 10" to include belly patching                         | 1.70         | 2.55             | 4.25         |
| 190           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" or less to include belly patching                             | 1.70         | 2.24             | 3.94         |
| 191           | Sq.Ft.     | Blown in fiberglass insulation in hard belly 6" to 10" to include belly patching                              | 1.70         | 2.55             | 4.25         |
| 192           | Sq.Ft.     | R-25 blown in fiberglass insulation with addition of rodent barrier and twine where none exists               | 1.70         | 2.91             | 4.61         |
| 193           | Sq.Ft.     | R-25 fiberglass batt insulation and twine   | 1.33         | 1.58             | 2.91         |
| 194           | Sq.Ft.     | Install new permeable air barrier   | .76          | .30              | 1.06         |
| 195           | Sq.Ft.     | Twine to support 10" or more soft drop belly  | .34          | .19              | .53          |
| 196           | Sq.Ft.     | Patch, seal and twine holes in belly material in excess of 9 sq.ft.   | 1.13         | .35              | 1.48         |
| 197           | LF.        | Replace metal skirting  | 7.09         | 7.36             | 14.45        |
| 198           | LF.        | Replace wood skirting   | 7.09         | 9.47             | 16.56        |
| 199           | Ea.        | Remove existing and install new 6"x16" skirting vents   | 42.51        | 18.86            | 61.37        |
| 200           | Ea.        | Cut in and install new metal 6"x16" skirting vents  | 56.14        | 18.86            | 75.00        |
| 201           | LF.        | Extend condensate line to the outside   | 9.45         | 3.26             | 12.71        |

|               |            |   |              |                  |              |
|---------------|------------|---|--------------|------------------|--------------|
| 202           | Ea.        | Add new access to skirting  | 56.08        | 25.04            | 82.32        |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT SEALING/REPAIR</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 203           | Per System | Duct seal entire heating supply and cold air return system including plenum in single wide                          | 220.72       | 92.97            | 319.69       |
| 204           | Per System | Duct seal entire heating supply and cold air return system including plenum in double wide                          | 390.75       | 133.24           | 529.99       |
| 205           | Ea.        | Cut in and seal plenum only   | 56.08        | 35.50            | 92.18        |
| 206           | LF.        | Duct sealing/repair branch ducts  | 9.45         | 2.61             | 12.06        |
| 207           | LF.        | Remove existing branch duct and replace with rigid metal ducting up to 7"   | 18.80        | 12.97            | 31.77        |
| 208           | LF.        | Add new rigid metal branch duct to include; ducting, boot and floor register  | 11.80        | 12.27            | 24.07        |
| 209           | Sq.Ft.     | Remove existing crossover duct and install new rigid metal duct to include sealing plenum, ducting and supports     | 5.49         | 7.34             | 12.83        |
| 210           | Ea.        | Install cold air return filter grille with filter to return 16"x20", 20"x20" or 20"x24"                             | 85.02        | 109.85           | 194.87       |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DUCT INSULATION</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 211           | Sq.Ft.     | Install R-11 vinyl faced insulation   | 2.15         | 1.53             | 3.68         |
| 212           | LF.        | Install rigid foam board for support  | 2.35         | 1.74             | 4.09         |
| 213           | Ea.        | Support HVAC ducts – when no duct work called for   | 13.54        | 1.01             | 14.55        |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – WINDOWS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 214           | Sq.Ft.     | Install new vinyl replacement window to include interior and exterior air sealing                                   | 17.00        | 23.80            | 40.80        |
| 215           | Sq.Ft.     | Add safety glass to a replacement window  | 0.00         | 1.98             | 1.98         |
| 216           | LF.        | Install metal drip edge   | 7.09         | 2.54             | 9.63         |
| <b>Item #</b> | <b>Qty</b> | <b>MEASURE DESCRIPTION – DOORS</b>  | <b>Labor</b> | <b>Materials</b> | <b>Total</b> |
| 217           | Ea.        | Remove existing door and install new 6-panel minimum R-7 door with dual bored keyed alike lockset and deadbolt      | 314.00       | 103.96           | 417.96       |
| 218           | Ea.        | Remove existing door and install new minimum R-7 metal mobile door with dual bored keyed alike lockset and deadbolt | 314.00       | 530.91           | 845.57       |
| 219           | Ea.        | Install new keyed alike lockset and deadbolt  | 33.14        | 33.80            | 106.94       |
| 220           | Ea.        | Install peephole  | 14.09        | 21.91            | 36.00        |
| 221           | Ea.        | Install single lockset  | 28.34        | 25.35            | 53.69        |

| Item # | Qty    | MEASURE DESCRIPTION – WATER HEATER  | Labor          | Materials      | Total          |
|--------|--------|---|----------------|----------------|----------------|
| 222    | Ea.    | Insulate Water Heater Tank with R-11 vinyl faced insulation   | 70.50          | 59.14          | 129.64         |
| 223    | Ea.    | Insulate water heater cavity to R-11 to include infiltration  | 95.02          | 203.64         | 358.66         |
| 224    | Ea.    | Insulate water heater cavity door only to R-11 fiberglass or rigid insulation board to include infiltration | 85.02          | 104.64         | 189.66         |
| 225    | LF.    | Insulate plumbing at hot water tank with R-11– when not assigned to a measure                               | 3.54           | .64            | 4.18           |
| 226    | Ea.    | Repair water heater cavity door   | 85.02          | 104.64         | 189.66         |
| 227    | Sq.Ft. | Remove existing water heater cavity door and install new R-7 metal mobile door with single lock             | 11.92          | 28.93          | 40.85          |
| 228    | Ea.    | Install pressure relief tube and extend to crawlspace   | 85.02          | 39.21          | 124.33         |
| 229    | Ea.    | Remove and replace existing electric water heater tank to include earthquake strap and drip pan             | Cost +<br>2190 | Cost +<br>2190 | Cost +<br>2190 |
| 230    | Ea.    | Remove and replace existing Gas water heater tank to include earthquake strap and drip pan                  | Cost +<br>2190 | Cost +<br>2090 | Cost +<br>2190 |
| 231    | Set    | Install high and low venting to gas water heater cavity door up to 16"x6"                                   | 50.68          | 22.65          | 79.33          |
| 232    | Ea.    | Install combustion air vent to water heater cavity floor  | 85.02          | 104.76         | 189.78         |

**PROPOSAL CERTIFICATION**

**RFP #2021-36**

Submitted by: RICHART FAMILY INC. (WASHINGTON)  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: CHRIS ROBINSON Date: 5/20/2021  
 Signature: Chris Robin Title: WEATHERIZATION OPS. MANAGER  
 Email: chrisr@richartbuilders.com Telephone: 360-574-5859  
 Oregon Business Registry Number: 50439 OR CCB # (if applicable): "50439"

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120  
 Non-Resident Quote. Resident State: WASHINGTON

- ⚠️ ALERT: SAM.gov will be completely unavailable due to scheduled maintenance from Friday, May 21 at 4:00 PM EST through Monday, May 24 at 9:00 AM EST as it is upgraded to the modernized environment. [Learn more.](#)
- ⚠️ ALERT: Small business owners who seek to participate in the Restaurant Revitalization Fund (RRF) will not be required to have a DUNS Number, will not need to register in SAM.gov and will not need a CAGE Code. SBA will share more information on the RRF soon. Visit [SBA](#) to stay informed.
- ⚠️ ALERT: Each entity registration expiring between April 1 and September 30, 2021 will have an additional 180 days added to its expiration date. Read more about the extension on [Interact.](#)
- ⚠️ ALERT: Shuttered Venue Operators Grant (SVOG) Applicants - Applicants for relief under the SVOG program are required to register in SAM.gov. If you have submitted your SAM.gov registration, but the registration is not yet active, you can still apply for relief under the SVOG program. During the SVOG application process, you will have to attest that you have submitted your SAM.gov registration. To stay informed, please visit [SBA](#).

## Entity Dashboard

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Richart Family, Inc  
 217 S 25th Street, Suite 100  
 Statesville, NC 28687  
 External ID: 057679862  
 Purpose: N/A - inactive - all records

Lupe Handy  
 1/28/2021 10:58 AM  
 10:58 AM

### Entity Overview

#### Entity Registration Summary

**DUNS:** 057679862  
**Name:** Richart Family, Inc.  
**Doing Business As:** Richart Builders and Remodelers  
**Business Type:** Business or Organization  
**Last Updated By:** Lupe Handy  
**Registration Status:** Active  
**Activation Date:** 05/10/2021  
**Expiration Date:** 05/07/2022

#### Exclusion Summary

**Active Exclusion Records?** No



STATE OF OREGON  
**CONSTRUCTION CONTRACTORS BOARD**  
CERTIFIED LEAD BASED PAINT RENOVATION CONTRACTORS LICENSE

LICENSE NUMBER: LBPR50439

This document certifies that:

RICHART FAMILY INC  
14600 NE 20TH AVE  
VANCOUVER WA 98686

is licensed in accordance with Oregon Law as a Certified Lead Based Paint Renovation Contractor.

**License Details:**

LBPR LICENSE NO.: LBPR50439  
EXPIRATION DATE: 02/26/2022

STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE

LICENSE NUMBER: 50439

This document certifies that:

RICHART FAMILY INC  
14600 NE 20TH AVE  
VANCOUVER WA 98686

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

**Business Names:**

RICHART BUILDERS REMODELERS / RICHART  
WEATHERIZATION

**License Details:**

EXPIRATION DATE: 11/14/2022  
ENTITY TYPE: Corporation  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: \$20,000  
COMMERCIAL BOND: \$20,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: GARY RICKY RICHART  
HOME INSPECTOR CERTIFIED: NO



842-B McDonald St. SE, Tumwater, WA 98501  
Email: [info@protechtrainingonline.com](mailto:info@protechtrainingonline.com)  
Phone: 360-499-6237

# CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

**Chris Robinson**

7304 NE 64TH CT. Vancouver, WA 98661

Certification Number: **R-R3-9039WA-19-00023**

Course Completion Date: **12/03/2019**

Expiration Date: **12/03/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501  
Email: [info@protechtrainingonline.com](mailto:info@protechtrainingonline.com)  
Phone: 360-499-6237

# CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

**Michael McMahan**

14600 Ne 20th Ave Vancouver, WA 98686

Certification Number: **R-R3-9039WA-19-00024**

Course Completion Date: **12/04/2019**

Expiration Date: **12/04/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501  
Email: [info@protecttrainingonline.com](mailto:info@protecttrainingonline.com)  
Phone: 360-499-6237

# CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

**Jonathan Coverdale**

14600 ne 20th Ave Vancouver, WA 98686

Certification Number: **R-R3-9039WA-19-00022**

Course Completion Date: **12/03/2019**

Expiration Date: **12/03/2022**



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



842-B McDonald St. SE, Tumwater, WA 98501  
Email: [info@protechtrainingonline.com](mailto:info@protechtrainingonline.com)  
Phone: 360-499-6237

# CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

**Stephen Threatt**

14600 NE 20th Ave Vancouver, WA 98686

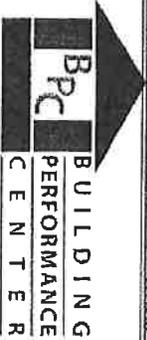
Certification Number: R-R3-9039WA-19-00025

Course Completion Date: 12/04/2019

Expiration Date: 12/04/2022



Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



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council

3406 Redwood Ave., Bellingham, WA 98225  
Phone: (360) 734-5121; Fax: (360) 676-9754

### Certificate of Attendance and Successful Completion

Department of Commerce

Lead-Safe Renovation, Repair & Painting Initial – English

Per 40 CFR Part 745.225

Washington Administrative Code: 365-230

## Garrett Sturdevant

2808 E. 24<sup>th</sup> St., Vancouver, WA 98661

Certificate Number: R-1-9030WA-19-01174

Course Date: April 18, 2019

Examination Date: April 18, 2019

Expiration Date: April 18, 2024

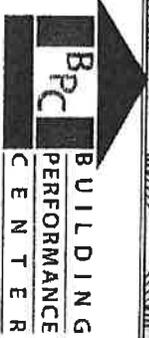
*Chris Clay*  
Chris Clay, Instructor

4-22-19  
Date

*Ross Quigley*  
Ross Quigley, Training Director

4-22-19  
Date





a department of **opportunities**  
council

3406 Redwood Ave., Bellingham, WA 98225  
Phone: (360) 734-5121; Fax: (360) 676-9754

**Certificate of Attendance and Successful Completion**  
**Department of Commerce**  
**Lead-Safe Renovation, Repair & Painting Initial – English**  
**Per 40 CFR Part 745.225**  
**Washington Administrative Code: 365-230**

**David McGraw**

9410 NW 17<sup>th</sup> Ave., Vancouver, WA 98665  
Certificate Number: R-I-9030WA-19-01172

Course Date: April 18, 2019  
Examination Date: April 18, 2019  
Expiration Date: April 18, 2024

*Chris Clay*  
Chris Clay, Instructor

*Ross Quigley*  
Ross Quigley, Training Director

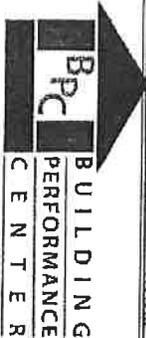
4-22-19

Date

4-22-19

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**  
**Department of Commerce**  
**Lead-Safe Renovation, Repair & Painting Initial – English**  
**Per 40 CFR Part 745.225**  
**Washington Administrative Code: 365-230**

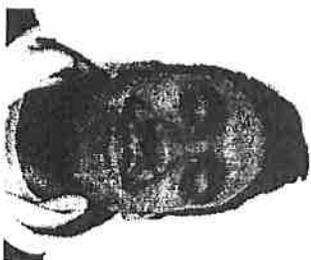
**Alberto Gallegos**

8917 NE 15<sup>th</sup> Ave. Apt. B15, Vancouver, WA 98665  
Certificate Number: R-I-9030WA-19-01168

Course Date: April 18, 2019  
Examination Date: April 18, 2019  
Expiration Date: April 18, 2024

*Chris Clay*  
Chris Clay, Instructor  
Ross Quigley, Training Director

4-22-19  
Date  
4-22-19  
Date



**ACCREDITED RRP NW**  
GLEN R. HAYDEN CONSTRUCTION

**CERTIFIED RENOVATOR**

R-1-41R002-18-00528

Jara Dominguez

39100 NW Pacific Hwy

Woodland WA 98674

Renovator Initial English

Class date: 1/26/2018

Expiration date: 1/26/2023



This certifies that

Cert # R-1-9032WA-21-031906

Heladio Cardenas Gonzalez

has attended and satisfactorily completed

**Renovator Initial-English**

per 40CFR part 745.226 & WAC 365-230

Instructor Signature \_\_\_\_\_

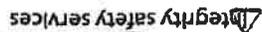
*Aaron Wright*

Instructor: Aaron Wright

Course Date: 3-19-2021

Examination Date 3-19-2021

Expiration Date 3-19-2026

 Integrity safety services



This certifies that

Cert # R-1-9032WA-21-031904

Donnie Nichols

has attended and satisfactorily completed

**Renovator Initial-English**

per 40CFR part 745.226 & WAC 365-230

Instructor Signature

Instructor: Aaron Wright

Course Date: 3-19-2021

Examination Date 3-18-2021

Expiration Date 3-19-2026

Integrity safety services



This certifies that

Cert # R-1-9032WA-21-032601

Keith Olsen  
has attended and satisfactorily completed

**Renovator Initial-English**

per 40CFR part 745.225 & WAC 365-230

Instructor Signature *Aaron Wright*

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date: 3-26-2021

Expiration Date: 3-26-2026

Integrity safety services



This certifies that  
Cem # R-I-9032WA-21-032602  
Emmett Axling  
has attended and satisfactorily completed  
**Renovator Initial-English**  
per 40CFR part 745.225 & WAC 365-230  
Instructor Signature *Aaron Wright*  
Instructor: Aaron Wright  
Course Date: 3-26-2021  
Examination Date 3-26-2021  
Expiration Date 3-26-2026  
Integrity safety services



This certifies that **Casey Richart** Cert # R-I-9032WA-21-032606

has attended and satisfactorily completed  
**Renovator Initial-English**  
per 40CFR part 745.225 & WAC 365-230

Instructor Signature \_\_\_\_\_ 

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026



 integrity safety services



842-B McDonald St. SE, Tumwater, WA 98501  
Email: info@protechtrainingonline.com  
Phone: 360-499-6237

# CERTIFICATE OF SUCCESSFUL COMPLETION

Renovator - Refresher - English - Online Only

**Robert Feaser**

24402 ne 53 st Vancouver , WA 98682

Certification Number: **R-R3-9039WA-20-00133**



Course Completion Date: **06/26/2020**

Expiration Date: **06/26/2023**

Issued in accordance with WAC Chapter 365-230 and 40 CFR 745.225



**LEAD**  
**CLASSES.COM**

10350 N Vancouver Way, 1021  
Portland OR 97217  
Info@LeadClasses.com

EPA HUD & STATE RRP LEAD PAINT CERTIFICATION

**1-888-840-8388**

# Certificate of Attendance and Successful Completion Renovator Initial - English

Issued per OAC 333-070 and 40 CFR Part 745.225

**Gregory T Bates**

**9208 NE Highway 99 # 107-411**

**Vancouver, WA 98665-8986**

**Certificate # R-1-41R036-20-00484**

Course Date: 12/03/2020  
Exam Date: 12/03/2020  
Expiration Date: 12/03/2025

12/03/2020

Steven Hoff  
Crosswall Training / LeadClasses.com

Date



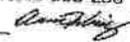
This certifies that Cert # R-I-9032WA-21-032605

Noah Richart

has attended and satisfactorily completed

**Renovator Initial-English**

per 40CFR part 745.225 & WAC 365-230

Instructor Signature 

Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026

 Integrity safety services



This certifies that

Cert # R-I-9032WA-21-032604

**Tyler Vea**

has attended and satisfactorily completed

**Renovator Initial-English**

per 40CFR part 745.225 & WAC 365-230

Instructor Signature \_\_\_\_\_



Instructor: Aaron Wright

Course Date: 3-26-2021

Examination Date 3-26-2021

Expiration Date 3-26-2026



 Integrity safety services



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – WHEN REQUIRED IN WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Section II – Who is an Insured** is amended to include as an additional insured any person or organization you are required to include as an additional insured on this policy by written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

However, the insurance provided to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for the additional insured, and such insurance is further limited as follows:

1. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of "your work" or "your product" which is imputed to the additional insured.
2. In the event that the Limits of Insurance provided by this policy exceed the amount of insurance required by the applicable written contract or written agreement, then the most we will pay is limited to the amount required by such written contract or written agreement. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
3. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by the applicable written contract or written agreement, but only for the period of time required by the written contract or written agreement and only for "bodily injury" or "property damage" that occurs during the policy period arising out of "your work" or "your product."
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
5. Where no coverage under this policy shall apply for the Named Insured, no coverage or defense shall be afforded to the additional insured.
6. This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s):                            | Location(s) Of Covered Operations |
|--|-----------------------------------|
| All persons or organizations where required by written contract with the Named Insured |                                   |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Portland Street Systems Management

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

| <b>Name of Additional Insured Person(s) or Organization(s):</b>   | <b>Location and Description of Completed Operations</b> |
|---|---|
| All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on residential property |   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |   |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Third Party:

All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

#### **4. Other Insurance:**

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus<sup>®</sup>**  
**BUSINESS AUTO XC+<sup>®</sup>**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
  - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.





**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Eagle-Elsner, Inc. for the  
Arista Area Paving Package

|  |  |
|--|--|
| <b>Purpose/Outcome</b>                 | This contract consisting of three locations: SE Lee Avenue, SE Arista Drive, and SE Silver Springs Drive. This paving package will resurface 0.72 miles of road. |
| <b>Dollar Amount and Fiscal Impact</b> | Contract Value \$238,182.50, budgeted in DTD CIP Project #22308 until December 31, 2021  |
| <b>Funding Source</b>                  | Community Road Fund  |
| <b>Duration</b>                        | Contract Execution through December 31, 2021.  |
| <b>Previous Board Action/Review</b>    | 7/13/2021: Discussion item at issues   |
| <b>Strategic Plan Alignment</b>        | This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.                            |
| <b>Counsel Review</b>                  | Counsel Date: June 29, 2021<br>Counsel Initials: AN  |
| <b>Procurement Review</b>              | Was this project processed through Procurement? Yes.   |
| <b>Contact Person</b>                  | Jon Sparks, Engineering Technician 4, 503-650-3235   |
| <b>Contract No.</b>                    | 4110   |

**Background:**

The Arista Paving Package is an asphalt paving contract for the Arista Area consisting of three locations: SE Lee Avenue, SE Arista Drive, and SE Silver Springs Drive. This paving package will resurface 0.72 miles of road.

This contract will resurface SE Lee Avenue between SE Courtney Road to the end of the road with asphalt. SE Lee Avenue is classified as a local roadway. It will resurface SE Arista Drive between SE Oak Grove Boulevard and SE Maple Street with asphalt. SE Arista Drive is classified as a local roadway. And it will resurface SE Silver Springs Road between SE River Road to the end of the road with asphalt. SE Silver Springs Road is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 1,300 tons of asphalt; grinding about 2,500 square yards of asphalt; placing pavement markings and striping; installing,

maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on February 22, 2021. Bids were publicly opened on June 3, 2021. The County received four (4) bids: TFT Construction, \$238,305.00; Brix Paving Northwest, Inc., \$291,835.00; Eagle-Elsner, Inc., \$238,182.50; and Knife River Corp-Northwest, \$290,610.00. After review of the bids, Eagle-Elsner, Inc., was determined to be the lowest responsive bidder.

**Recommendation:**

Staff respectfully recommends that the Board approve and sign this public improvements contract with Eagle-Elsner, Inc. for the Arista Area Paving Package.

Sincerely,

*Jon Sparks*

Jon Sparks,  
Engineering Technician 4  
Department of Transportation and Development

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



**CLACKAMAS COUNTY**  
**PUBLIC IMPROVEMENT CONTRACT**  
Contract #4110

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

**Project Name: # 2021-46 Arista Area Paving Package**

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

The Contractor, in consideration of the sum of **two hundred thirty-eight thousand one hundred eighty-two dollars and fifty cents (\$238,182.50)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid as indicated in the accepted Bid.

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

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

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2018) referenced therein.

The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default

**2. Representatives.**

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

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

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

**3. Key Persons.**

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide

a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

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

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

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

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

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 17, 2021

FINAL COMPLETION DATE: December 31, 2021

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

#### **5. Insurance Certificates and Required Performance and Payment Bonds.**

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

## **6. Responsibility for Damages/Indemnity.**

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **7. Tax Compliance.**

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not

limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

### **8. Confidential Information.**

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

### **9. Counterparts.**

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

### **10. Integration.**

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

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

### **11. Liquidated Damages**

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:

11.1.1. \$ 600 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

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

**13. Responsibility for Taxes.** Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity

tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

**15. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

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

Contractor DATA:  
**Eagle-Elsner, Inc.**  
**P.O. Box 23294**  
**Tigard, Oregon 97281**

Contractor CCB # 27112    Expiration Date: 04/2/2022  
Oregon Business Registry # 135009-13    Entity Type: DBC    State of Formation: Oregon

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

Eagle-Elsner, Inc.

Clackamas County Board of County Commissioners

Richard Eagle, Pres    06-24-21  
Authorized Signature    Date    Chair    Date

Richard Eagle - President  
Name / Title Printed    Recording Secretary

APPROVED AS TO FORM

[Signature]    06/29/2021  
County Counsel    Date



**CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

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**Section B-9**..... Project Information, Plans, Specifications and Drawings

**Section B-10**.....Insurance



CLACKAMAS COUNTY  
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-46  
Arista Area Paving Package  
May 11, 2021

Clackamas County ("County") through its Board of County Commissioners is accepting sealed bids for the **Arista Area Paving Package** until **June 3, 2021, 2:00 PM**, Pacific Time, ("Bid Closing") at the following location:

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

Bidding Documents can be downloaded from ORPIN at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-46-21.

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

Engineers Estimate: \$300,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, [rrice@clackamas.us](mailto:rrice@clackamas.us)

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

To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must prequalified in Asphalt Concrete Paving (ACP), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**

State Prevailing Wage

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2021 and amended on April 1, 2021, which can be downloaded at the following web address: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) The Work will take place in Clackamas County, Oregon.

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



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### INSTRUCTIONS TO BIDDERS

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

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

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

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

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

The Owner will not be responsible for any loss or for any unanticipated costs, which may be suffered by the successful Bidder, as a result of such

Bidder's failure to be fully informed in advance with regard to all conditions pertaining to the work and the character of the work required, including site conditions. No statement made by an elected official, officer, agent, or employee of the Owner in relation to the physical or other conditions pertaining to the site of the work will be binding on the Owner, unless covered by the Project Manual or an Addendum.

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

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

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

Requests of approval for a substitution from that specified shall be accompanied by samples, records of performance, certified copies of tests by impartial and recognized laboratories, and such other information as the Architect may request.

To establish a basis of quality, certain processes, types of machinery and equipment or kinds of materials may be specified in the Project Manual either by description of process or by designating a

manufacturer by name and referring to a brand or product designation or by specifying a kind of material. Whenever a process is designated or a manufacturer's name, brand or item designation is given, or whenever a process or material covered by patent is designated or described, it shall be understood that the words "or approved equal" follow such name, designation or description, whether in fact they do so or not.

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

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

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

Each Bid must be accompanied by either 1) a cashier's check or a certified check drawn on a bank authorized to do business in the State of Oregon, or 2) a Bid bond described hereinafter, executed in favor of the Owner, for an amount equal to ten percent (10%) of the total amount Bid as a guarantee that, if awarded the contract, the Bidder will execute the contract and provide a performance bond and payment bond as required. The successful Bidder's check or Bid bond will be retained until the Bidder has entered into a contract satisfactory to Owner and furnished a one hundred percent (100%) performance bond and one hundred percent (100%) payment bond. The Owner reserves the right to hold the Bid security as described in Article 10 hereof. Should the successful Bidder fail to execute and deliver the contract as provided for in Article 12 hereof, including a satisfactory performance bond and payment bond within twenty (20) calendar days after the Bid has been accepted by the Owner, then the contract award made to such Bidder may be considered canceled and the Bid security may be

forfeited as liquidated damages at the option of the Owner. The date of the acceptance of the Bid and the award of the contract as contemplated by the Project Manual shall mean the date of acceptance specified in the Notice of Intent to Award.

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

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

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

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

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

The Bid Form relates to Bids on a specific Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

At any time prior to the Bid Closing, a Bidder may withdraw its Bid. This will not preclude the submission of another Bid by such Bidder prior to the time set for the Bid Closing.

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

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

The Owner will provide the successful Bidder with contract forms within seven (7) calendar days after

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

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

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

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

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

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

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

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

Owner will name the apparent successful Bidder in a "Notice of Intent to Award" letter. Identification of the apparent successful Bidder is procedural only and creates no right in the named Bidder to the award of the contract. Competing Bidders will be notified by publication of the Notice of Intent to Award on the Clackamas County Procurement Website of the selection of the apparent successful Bidder(s) and Bidders shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to C-

049-0450. Any award protest must be in writing and must be delivered by hand delivery or mail to the Procurement Division Director at: Procurement Division, 2051 Kaen Road, Oregon City, OR 97045.

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

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

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



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: #2021-46 Arista Area Paving Package

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

1. To be eligible for award under this Invitation to Bid, bidders (prime contractors) must submit a prequalification application (either ODOT or County) to the County at least two business days prior to the Bid Closing. County will reject bids from bidders who are not prequalified for the class of work indicated prior to the Bid Closing. **Bidders must be prequalified in Asphalt Concrete Paving & Oiling (ACP), Miscellaneous Highway Appurtenances (MHA), Temporary Traffic Control (TTC), and Pavement Markings (PAVE).**
2. **Email Bids:** The County is requiring all bids for this project be electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, June 3, 2021. The Bid must be emailed to the following address: [Procurement@clackamas.us](mailto:Procurement@clackamas.us). **The email subject line must read “Bid for #Arista Area Paving Package”.** Upon receiving of the bid, the County will send bidders an email confirmation acknowledging receipt. Bids delayed or lost by email system filtering or failures may be considered at Clackamas County’s sole and absolute discretion. Bids will be publicly read aloud via the computer application, Zoom. Bidders will be allowed to video conference or listen by phone to the bid results. The projects Zoom meeting can be accessed via the information below:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/81352503737?pwd=Z3FYdjdLS3c2MzVvc1pCSi8rNIJ3dz09>

Meeting ID: 813 5250 3737

Passcode: 018533

One tap mobile

+16699006833,,81352503737# US (San Jose)

+12532158782,,81352503737# US (Tacoma)

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

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

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

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

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

Prime Contractor Name: Eagle-Elsner, Inc.

Total Contract Amount: \$238,182.50

Project Name: #2021-46 Arista Area

Paving Package

| <b>LIST ALL SUBCONTRACTORS BELOW</b><br>Use <u>correct legal name</u> of Subcontractor<br>(No Assumed Business Names) |  | Division of Work<br>List ALL DOW<br>performed by<br>Subcontractors | DOLLAR<br>AMOUNT OF<br>SUBCONTRACT | If Certified or self-reporting<br>MBE/WBE/ESB Subcontractor<br>Check Box <input checked="" type="checkbox"/> |                          |                          |
|---|--|--|------------------------------------|--|--------------------------|--------------------------|
|   |  |  |                                    | MBE  | WBE                      | ESB                      |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  | Apply-A-Line, LLC<br>PO Box 90577<br>Portland, OR 97290<br>(503) 777-4228<br>217180            | Striping   | \$3,945.25                         | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  | Hatch Western Co, Inc.<br>PO Box 4070<br>Wilsonville, OR 97070-4070<br>(503) 563-6234<br>63338 | Striping   | \$7,425.00                         | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |
| Name<br>Address<br>City/St/Zip<br>Phone #<br>OCCB#  |  |  |                                    | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/> |

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

Prime Contractor: Eagle-Elsner, Inc.

Project: #2021-46 Arista Area Paving Package

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

| NAME OF M/W/ESB SUBCONTRACTOR | Divisions of Work (Painting, electrical, etc.) | Date Solicitation Letter/Fax Sent | PHONE CONTACT |                       | BID ACTIVITY<br>Check Yes or No  |   |  | REJECTED BIDS<br>(if bid received & not used) |                 | Notes                                  |
|-------------------------------|--|-----------------------------------|---------------|-----------------------|--|---|--|---|-----------------|--|
|                               |  |                                   | Date of Call  | Person Receiving Call | Will Bid   | Bid Received  | Bid Used   | Bid Amount                                    | Reason Not Used |  |
| Kodiak Pacific Construction   | Grinding                                       |                                   | 5/24/2021     | Mandy                 | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |   |                 |  |
| Cutting Edge                  | Saw Cutting                                    |                                   | 5/24/2021     | Voicemail Left        | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 1.50/LF                                       | Too High        |  |
| Elite Concrete Cutting LLC    | Saw Cutting                                    |                                   | 5/24/2021     | Les Chamberlain       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |   |                 |  |
| CR Contracting LLC            | Striping                                       |                                   | 5/24/2021     | Katie                 | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |   |                 | Said they were bidding but didn't      |
| All Seal                      | Striping                                       |                                   | 5/24/2021     | Patty Clark           | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |   |                 | Said they were bidding but didn't      |
| A+ Flagging Inc.              | Flagging                                       |                                   | 5/24/2021     | Mark                  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |   |                 | Said they were bidding but didn't      |
| D&H Flagging                  | Flagging                                       |                                   | 5/24/2021     | Matthew               | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 60.85/hr                                      | Too High        |  |
| High Quality Traffic Control  | Flagging                                       |                                   | 5/24/2021     | Shelly                | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |   |                 | Not sure yet if they are going to bid. |

**CLACKAMAS COUNTY  
GOOD FAITH EFFORT  
PROJECT COMPLETION REPORT  
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2021-46 Arista Area Paving Package

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

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

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

\_\_\_\_\_  
Authorized Signature of Contractor Representative

\_\_\_\_\_  
Date



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually**

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of June, 2021.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2021-46 Arista Area Paving Package
BID CLOSING: June 3, 2021, 2:00 PM, Pacific Time
BID OPENING: June 3, 2021, 2:05 PM, Pacific Time

FROM: EAGLE - ELSNER, INC.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division - procurement@clackamas.us

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

- a. An individual; or
b. A partnership registered under the laws of the State of \_\_\_\_\_; or
X c. A corporation organized under the laws of the State of OREGON; or
d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

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

Two Hundred Thirty-Eight Thousand, One Hundred Eighty-Two and 50/100 Dollars (\$238,182.50)

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

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

• ADDENDA numbered 0 through 0, inclusive (fill in blanks)

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

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

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Arista Paving Package, dated Spring 2021.**

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

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

WESTERN SURETY  
(name of surety company - not insurance agency)

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

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

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

9. The undersigned  HAS,  HAS NOT (check one) paid unemployment or income taxes in Oregon within the past 12 months and  DOES,  DOES NOT (check one) a business address in Oregon. The undersigned acknowledges that, if the selected bidder, that the undersigned will have to pay all applicable taxes and register to do business in the State of Oregon before executing the Contract Form.

10. The Undersigned agrees, if awarded a contract, to comply with the provisions of ORS 279C.800 through 279C.870 pertaining to the payment of the prevailing rates of wage.

11. Contractor's CCB registration number is 27112. As a condition to submitting a bid, a Contractor must be registered with the Oregon Construction Contractors Board in accordance with ORS 701.035 to 701.055, and disclose the registration number. Failure to register and disclose the number will make the bid unresponsive and it will be rejected, unless contrary to federal law.

12. The successful Bidder hereby certifies that all subcontractors who will perform construction work as described in ORS 701.005(2) were registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time the subcontractor(s) made a bid to work under the contract.

13. The successful Bidder hereby certifies that, in compliance with the Worker's Compensation Law of the State of Oregon, its Worker's Compensation Insurance provider is SAIF CORP, Policy No. 810540, and that Contractor shall submit Certificates of Insurance as required.

14. Contractor's Key Individuals for this project (supply information as applicable):

|                     |                       |             |                       |
|---------------------|-----------------------|-------------|-----------------------|
| Project Executive:  | <u>CURTIS COOKSEY</u> | Cell Phone: | <u>(971) 235-4586</u> |
| Project Manager:    | <u>DALE ZDUCHA</u>    | Cell Phone: | <u>(503) 985-9754</u> |
| Job Superintendent: | <u>DALE ZDUCHA</u>    | Cell Phone: | <u>(503) 985-9754</u> |
| Project Engineer:   | <u>N/A</u>            | Cell Phone: | <u>N/A</u>            |

15. The Undersigned certifies that it has not discriminated against minority, women, or emerging small businesses in obtaining any subcontracts for this project.

16. The Undersigned certifies that it has a drug testing program in accordance with ORS 279C.505.

**REMINDER:** Bidder must submit the below First-Tier Subcontractor Disclosure Form.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM EAGLE-ELSNER, INC.  
ADDRESS P.O. BOX 23294  
TIGARD, OR 97281  
TELEPHONE NO (503) 628-1137  
EMAIL DICK@EAGLE-ELSNER.COM  
SIGNATURE 1) \_\_\_\_\_  
Sole Individual  
or 2) \_\_\_\_\_  
Partner  
or 3) Richard Eagle, Pres  
Authorized Officer or Employee of Corporation

\*\*\*\*\* END OF BID \*\*\*\*\*

**Arista Area Paving Package**

Spring 2021

| Item #   | Spec # | Item Description  | Unit | Quantity | Unit Price          | Amount                      |
|--|--------|---|------|----------|---------------------|-----------------------------|
| <b>TEMPORARY FEATURES AND APPURTENANCES FOR PAVING PACKAGE</b> |        |   |      |          |                     |                             |
| 101  | 00197  | EXTRA WORK DONE ON FORCE ACCOUNT BASIS                      | LS   | 1        | \$5,000.00          | \$5,000.00                  |
| 102  | 00210  | MOBILIZATION  | LS   | 1        | 17000 <sup>00</sup> | 17000 <sup>00</sup>         |
| 103  | 00225  | TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE LEE AVE   | LS   | 1        | 6500 <sup>00</sup>  | 6500 <sup>00</sup>          |
| 104  | 00225  | TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE ARISTA DR | LS   | 1        | 3500 <sup>00</sup>  | 3500 <sup>00</sup>          |
| 105  | 00225  | TEMPORARY WORK ZONE TRAFFIC CONTROL, COMPLETE: SE SILVER RD | LS   | 1        | 7000 <sup>00</sup>  | 7000 <sup>00</sup>          |
| 106  | 00225  | TEMPORARY PROJECT INFORMATION SIGNS                         | SQFT | 90       | 35 <sup>00</sup>    | 3150 <sup>00</sup>          |
| 107  | 00225  | TEMPORARY REMOVABLE TAPE                                    | FOOT | 50       | 3 <sup>00</sup>     | 150 <sup>00</sup>           |
| 108  | 00225  | PORTABLE CHANGEABLE MESSAGE SIGNS                           | EACH | 6        | 1800 <sup>00</sup>  | 10800 <sup>00</sup>         |
| 109  | 00290  | POLLUTION CONTROL PLAN                                      | LS   | 1        | 1000 <sup>00</sup>  | 1000 <sup>00</sup>          |
| 110  | 00290  | EROSION CONTROL PLAN  | LS   | 1        | 1000 <sup>00</sup>  | 1000 <sup>00</sup>          |
| <b>TEMPORARY FEATURES AND APPURTENANCES-SUBTOTAL</b>           |        |   |      |          |                     | <b>55,100<sup>00</sup></b>  |
| <b>ROADWORK</b>  |        |   |      |          |                     |                             |
| 111  | 00310  | ASPHALT PAVEMENT SAW CUTTING                                | FOOT | 1,500    | 2 <sup>00</sup>     | 3000 <sup>00</sup>          |
| <b>ROADWORK-SUBTOTAL</b>                                       |        |   |      |          |                     | <b>3,000<sup>00</sup></b>   |
| <b>DRAINAGE AND SEWERS</b>                                     |        |   |      |          |                     |                             |
| 112  | 00480  | DRAINAGE CURBS, STANDARD                                    | FOOT | 200      | 12 <sup>00</sup>    | 2400 <sup>00</sup>          |
| 113  | 00490  | ADJUSTING OF CATCH BASINS                                   | EACH | 5        | 1350 <sup>00</sup>  | 6750 <sup>00</sup>          |
| 114  | 00490  | MINOR ADJUSTMENT OF MANHOLES                                | EACH | 9        | 185 <sup>00</sup>   | 1665 <sup>00</sup>          |
| <b>DRAINAGE AND SEWERS - SUBTOTAL</b>                          |        |   |      |          |                     | <b>10815<sup>00</sup></b>   |
| <b>BASES</b>   |        |   |      |          |                     |                             |
| 115  | 00620  | COLD PLANE PAVEMENT REMOVAL, 0 - 2.5 INCH DEPTH             | SY   | 2,500    | 6 <sup>80</sup>     | 17000 <sup>00</sup>         |
| 116  | 00641  | SHOULDER ROCK IN PLACE (1-1/2"-0)                           | TON  | 230      | 48 <sup>00</sup>    | 11,040 <sup>00</sup>        |
| 117  | 00641  | AGGREGATE APPROACH: AGGREGATE BASE                          | TON  | 20       | 110 <sup>00</sup>   | 2200 <sup>00</sup>          |
| <b>BASE - SUBTOTAL</b>   |        |   |      |          |                     | <b>30,240<sup>00</sup></b>  |
| <b>WEARING SURFACES</b>  |        |   |      |          |                     |                             |
| 118  | 00745  | LEVEL 3, 1/2 INCH ACP                                       | TON  | 1,300    | 89 <sup>00</sup>    | 115,700 <sup>00</sup>       |
| 119  | 00749  | EXTRA FOR ASPHALT APPROACHES                                | EA   | 57       | 335 <sup>00</sup>   | 19,095 <sup>00</sup>        |
| <b>WEARING SURFACES - SUBTOTAL</b>                             |        |   |      |          |                     | <b>134,795<sup>00</sup></b> |

**Arista Area Paving Package**

Spring 2021

page 2 of 2

| Item #                                    | Spec # | Item Description                                  | Unit | Quantity | Unit Price        | Amount                      |
|---|--------|---|------|----------|-------------------|-----------------------------|
| <b>PERMANENT TRAFFIC CONTROL</b>          |        |   |      |          |                   |                             |
| 120                                       | 00855  | BI-DIRECTIONAL YELLOW TYPE 1AR MARKERS, RECESSED  | EACH | 4        | 160 <sup>00</sup> | 640 <sup>00</sup>           |
| 121                                       | 00866  | PAVEMENT BAR, TYPE B-HS                           | SQFT | 155      | 13 <sup>50</sup>  | 2092 <sup>50</sup>          |
| 122                                       | 00867  | PAVEMENT LEGEND, TYPE B-HS: "SHARED LANE MARKING" | EACH | 4        | 375 <sup>00</sup> | 1500 <sup>00</sup>          |
| <b>PERMANENT TRAFFIC CONTROL-SUBTOTAL</b> |        |   |      |          |                   | <b>4232<sup>50</sup></b>    |
| <b>TOTAL</b>                              |        |   |      |          |                   | <b>238,182<sup>50</sup></b> |

Total Price Two Hundred Thirty-Eight Thousand, One Hundred Eighty-Two Dollars and Fifty Cents

Name of Firm EAGLE-ELSNER, INC.

Name (Print) RICHARD EAGLE

Signature Richard Eagle, Pres 6/3/2021 Date

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**  
**PROJECT: #2021-46 Arista Area Paving Package**

**BID OPENING: June 3, 2021, 2:00 PM, Pacific Time**

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

**INSTRUCTIONS:**

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

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

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

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

|    | SUBCONTRACTOR NAME | DOLLAR VALUE | CATEGORY OF WORK |
|----|--------------------|--------------|------------------|
| 1. | NONE               |              |                  |
| 2. |                    |              |                  |
| 3. |                    |              |                  |
| 4. |                    |              |                  |
| 5. |                    |              |                  |
| 6. |                    |              |                  |

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

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

Firm Name: EAGLE-ELSNER, INC.

Bidder Signature: Richard Eagle, Pres Phone # (503) 628-1137



CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 26478698  
Solicitation: #2021-46  
Project Name: Arista Area Paving Package

|                                     |                          |                      |
|-------------------------------------|--------------------------|----------------------|
| Western Surety Company(Surety #1)   | Bond Amount No. 1:       | \$ <u>238,182.50</u> |
| _____ (Surety #2)*                  | Bond Amount No. 2:*      | \$ _____             |
| * <i>If using multiple sureties</i> | Total Penal Sum of Bond: | \$ <u>238,182.50</u> |

We, Eagle Elsner, Inc. as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Thirty Eight Thousand One Hundred Eighty Two & 50/100--(\$238,182.50) (Provided, that we the Sureties bind ourselves in such sum “jointly and severally” as well as “severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in the above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called “Contract”); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in

all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County, be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 21 .

PRINCIPAL: Eagle Elsner, Inc.

By: Richard Eagle, Pres  
Signature

Attest: Mary D Neuron  
President  
Official Capacity  
Corporation Secretary

SURETY: Western Surety Company  
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:  
[Power-of-Attorney must accompany each bond]

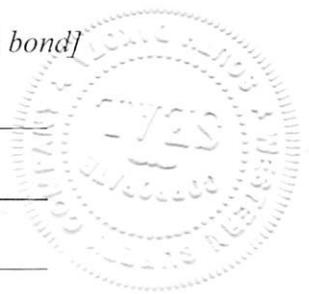
Gloria Bruning  
Name  
Gloria Bruning  
Signature

1201 SW 12th Ave., Suite 500  
Address

Portland, OR 97205

City State Zip  
503-224-2500 503-224-9830

Phone Fax





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually**

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.

WESTERN SURETY COMPANY

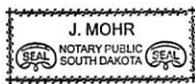


*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WESTERN SURETY COMPANY



*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 26478698
Solicitation: #2021-46
Project Name: Arista Area Paving Package

Table with 3 columns: Surety Name, Bond Amount No., and Amount. Includes entries for Western Surety Company and Total Penal Sum of Bond.

\* If using multiple sureties

We, Eagle Elsner, Inc., as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Thirty Eight Thousand One Hundred Eighty Two & 50/100--(\$238,182.50)(Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

WHEREAS, the Principal has entered into a contract with Clackamas County, along with the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation; and

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and

shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

Nonpayment of the bond premium will not invalidate this bond nor shall Clackamas County be obligated for the payment of any premiums.

This bond is given and received under authority of Oregon Revised Statutes Chapter 279C and the Clackamas County Local Contractor Review Board Rules, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PRINCIPAL:** Eagle Elsner, Inc.

By: *Richard Elsner, Pres*  
Signature

*President*  
Official Capacity

Attest: *Mary Meevow*  
Corporation Secretary

**SURETY:** Western Surety Company

*[Add signatures for each if using multiple bonds]*

BY ATTORNEY-IN-FACT:

*[Power-of-Attorney must accompany each bond]*

Gloria Bruning  
Name

*Gloria Bruning*  
Signature

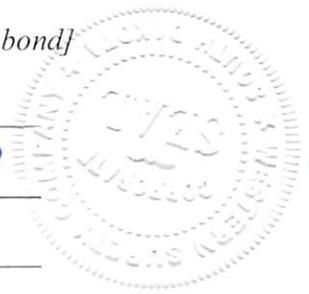
1201 SW 12th Ave., Suite 500  
Address

Portland, OR 97205

City State Zip

503-224-2500 503-224-9830

Phone Fax





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Philip O Forker, Gloria Bruning, Vicki Mather, Brent Olson, Richard W Kowalski, Ray M Paiement, Joel Dietzman, Christopher A Reburn, J Patrick Dooney, Gail A Price, Individually**

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of January, 2020.

WESTERN SURETY COMPANY

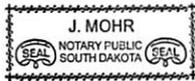


*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 7th day of January, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WESTERN SURETY COMPANY



*L. Nelson*  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

e - 6 - 3

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





CLACKAMAS COUNTY  
PUBLIC IMPROVEMENT CONTRACT  
PROJECT INFORMATION, PLANS, SPECIFICATIONS AND DRAWINGS

**PROJECT: #2021-46 Arista Area Paving Package**

**Project Background:**

The Arista Paving Package is an asphalt paving contract for the Arista Area consisting of three locations: SE Lee Avenue, SE Arista Drive, and SE Silver Springs Drive. This paving package will resurface 0.72 miles of road.

This contract will resurface SE Lee Avenue between SE Courtney Road to the end of the road with asphalt. SE Lee Avenue is classified as a local roadway.

This contract will resurface SE Arista Drive between SE Oak Grove Boulevard and SE Maple Street with asphalt. SE Arista Drive is classified as a local roadway.

This contract will resurface SE Silver Springs Road between SE River Road to the end of the road with asphalt. SE Silver Springs Road is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 1,300 tons of asphalt; grinding about 2,500 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans.

**Engineers Estimate:** \$300,000.00

**Key Dates:**

All Basic Bid Work may begin as soon as the Notice to Proceed ("NTP") is issued

Substantial Completion: September 17, 2021

Final Completion: December 31, 2021

Time is of the essence for this Project. Note the Liquidated Damages requirements as described in the project Specifications.

**The Scope further includes the following Plans, Specifications and Drawings:**

SPECIAL PROVISIONS FOR ARISTA PAVING PACKAGE, dated spring 2021.

ARISTA AREA PAVING PACKAGE Drawing Set, Sheets No. 1-16.

# **SPECIAL PROVISIONS**

**FOR**

## **ARISTA PAVING PACKAGE**

**CLACKAMAS COUNTY DEPARTMENT OF  
TRANSPORTATION AND DEVELOPMENT**

**CLACKAMAS COUNTY, OREGON**

**Spring 2021**

Asphalt Paving & Oiling, Temporary Traffic Control, and Pavement Markings

### **ARISTA AREA PAVING PACKAGE**

- Worksite 1: SE Lee Avenue (SE Courtney Road to SE Maple Street)
- Worksite 2: SE Arista Drive (SE Oak Grove Boulevard to SE Maple Street)
- Worksite 3: SE Silver Springs Road (SE River Road to End)

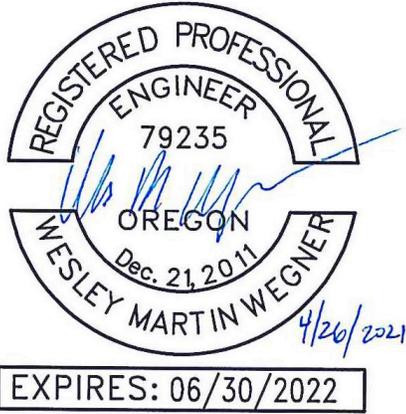
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SPECIAL PROVISIONS

FOR

# ARISTA AREA PAVING PACKAGE

## PROFESSIONAL OF RECORD CERTIFICATION(S):

|   |   |
|---|---|
|  <p>EXPIRES: 06/30/2022</p> | <p>I certify the Special Provision Sections listed below are applicable to the design for the Thiessen and Arista Area Paving Package Bundle.</p> <p>Sections:</p> <p>00210, 00220, 00225, 00280, 00290,<br/>00310, 00330, 00331, 00440, 00470,<br/>00480, 00490, 00620, 00641, 00730,<br/>00745, 00748, 00749, 00840, 00850,<br/>00855, 0867, 02001, 02050, 02080, 02190,<br/>02440, 02450, 02640, 02690, and 02910.</p> |
| <p>Date Signed: <u>April 26, 2021</u></p>   |   |

## **SPECIAL PROVISIONS**

### **WORK TO BE DONE**

#### **ARISTA AREA PAVING PACKAGE , CLACKAMAS COUNTY, OREGON**

The Arista Paving Package is an asphalt paving contract. This paving package will resurface 0.72 miles of road.

This contract will resurface SE Lee Avenue between SE Courtney Road to the end of the road with asphalt. SE Lee Avenue is classified as a local roadway.

This contract will resurface SE Arista Drive between SE Oak Grove Boulevard and SE Maple Street with asphalt. SE Arista Drive is classified as a local roadway.

This contract will resurface SE Silver Springs Road between SE River Road to the end of the road with asphalt. SE Silver Springs Road is classified as a local roadway.

This contract will include, but not be limited to: placing approximately 1,300 tons of asphalt; grinding about 2,500 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures; and performing additional incidental work as called for by the specifications and plans. The estimate for this contract is \$300,000.

### **APPLICABLE SPECIFICATIONS**

The Specification that is applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction" produced by the Oregon Department of Transportation and the Oregon Chapter or the APWA.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

### **CLASS OF PROJECT**

This is a Clackamas County Project and it is not federally funded.

### **CLASS OF WORK**

Asphalt Concrete Paving and Oiling (ACP)  
Temporary Traffic Control (TTC)  
Pavement Markings (PAVE)

## **SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS**

Comply with Section 00110 of the Standard Specifications modified as follows:

### **00110.05(a) Grammar** - Modify as follows:

Add the following bullet to the bulleted list:

- For the purposes of this Contract, the terms "sidewalk ramp" and "sidewalk ramps" shall respectively refer to and shall be read to mean "curb ramp" and "curb ramps".

Replace the bullet that begins "Certain Subsections labeled "Payment" contain..." with the following bullet:

- Certain Subsections labeled "Payment" contain statements to the effect that the accepted quantities "will be paid for at the Contract unit price, per unit of measurement, for the following items" (followed by a list of items). In such cases, the Agency will pay for only those Pay Items listed in the Schedule of Items.

### **00110.05(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits**

Add the following to the first bullet (Statutes and Rules):

- Clackamas County's Local Contract Review Board (LCRB) Rules are accessible online on the County's website <https://dochub.clackamas.us/documents/drupal/ef976bc9-14f4-495b-9bd8-c69ee7334685>.

### **00110.05(e) Reference to Websites** - Add the following bullet list to the end of this subsection:

- American Traffic Safety Services Association (ATSSA)  
[www.atssa.com](http://www.atssa.com)
- ODOT Construction Section  
[www.oregon.gov/odot/construction/pages/index.aspx](http://www.oregon.gov/odot/construction/pages/index.aspx)
- ODOT Construction Section - Qualified Products List (QPL)  
[www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx](http://www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx)
- Oregon Legislative Counsel  
[www.oregonlegislature.gov/lc](http://www.oregonlegislature.gov/lc)
- Oregon Secretary of State: State Archives  
[sos.oregon.gov/archives/Pages/default.aspx](http://sos.oregon.gov/archives/Pages/default.aspx)
- ODOT Traffic Control Plans Unit  
[www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx](http://www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx)

### **00110.10 Abbreviations**

Add the following:

CCDA - Clackamas County Development Agency

- DTD - Clackamas County Department of Transportation and Development
- LCRB - Local Contract Review Board
- ODFW - Oregon Department of Fish and Wildlife
- UNS - Utility Notification System
- WES - Water Environment Services of Clackamas County

**00110.20 Definitions** - Add the following to this subsection:

**Agreement Form** – The written agreement between the Owner and Contractor covering the work to be performed under the contract.

**Amendment** – A contract modification for Additional Work, Changed Work, Extra Work, Field Directives, or other changes. An Amendment changes the contract value, scope, and/or time. Amendments require formal approval by the Board of County Commissioners, pursuant to LCRB Rule Division C-049-160, prior to approval of such work.

**Approved Equal** - Materials or services proposed by the contractor and approved by the County as equal substitutes for those materials or services specified.

**Award** – Same as “Notice to Intent to Award”.

**BCC** – The Clackamas County Board of County Commissioners

**Bid** - A written offer by a bidder on forms furnished by the County to do work stated in the bid documents at the prices quoted. "Bid" is synonymous with "proposal" in these bid documents.

**Bid Closing** - The date and time for Bid Closing is the same as the date and time for Bid Opening.

**Bid Documents**- The following documents together comprise the Bid Documents:

- Invitation to Bid, Instructions to Bidders, Bid Form, Bid Proposal, Schedule of Prices, Bid
- Bond, Performance Bond
- Certificate of Insurance, Prevailing Wage Rates
- The "Oregon Standard Specifications for Construction" by ODOT and APWA, 2018 edition.
- Plans and drawings
- Other bid documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions

**Bonds** -The bond or surety bond is a written document given by the surety and principal to the obligee to guarantee a specific obligation.

**Change Order** - A price agreement for Extra Work, Changed Work, field directives or other changes. A Change Order does not change the contract value, scope, or time until it is incorporated into an Amendment. Change Orders will be agreed upon, in writing, by the County Project Manager and the Contractor's designated representative.

**Contract** - The written contract agreement, including amendments, signed by the Contractor and Clackamas County, which describes the work to be done, the contract amount, and defines the relationships and obligations of the Contractor and the County.

**Contract Documents** - The Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance and Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, Amendments, the Plans and Drawings, the Agreement, as well as all documents incorporated by reference therein, and any and all addenda prepared by or at the direction of and adopted by the County and further identified by the signature of the parties and all modifications thereof incorporated in the documents before their execution.

**County** - The term "County" shall mean Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

**Department** – A subdivision of the Agency.

**Engineer** - The County's Project Manager either acting directly or through an authorized representative(s). When referring to approval of extra work or other Contract modifications, "Engineer" also refers to the County's legal authority according to the LCRB rules.

**Invitation to Bid** - The public announcement (Notice to Contractors) inviting bids for work to be performed or materials to be furnished.

**Legal Holiday** - As defined in ORS 279C.540.

**Lump Sum** - A method of payment providing for one all-inclusive cost for the work or for a particular portion of the work.

**Notice of Intent to Award** - A written notice from the County notifying bidders that the County intends to award to the responsible bidder submitting lowest responsive bid.

**ODOT Procurement Office** – Clackamas County Procurement Division.

**Owner** – Synonymous with Agency.

**Plan Holder's List** – A list of contractor's names, contact names, phone and fax numbers that the County's Purchasing Department creates during bidding of the Project.

**Project Manager** – The Owner's representative who directly supervises the engineering and administration of the contract.

**Shop Drawings** – Synonymous with Working Drawings.

**Solicitation Document** – Synonymous with Bid Documents.

**Standard Drawings** – The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project. The Standard Drawings include the ODOT Standard Drawings.

**Standard Specifications** - "Oregon Standard Specifications for Construction", current edition, published by the Oregon Department of Transportation and as amended by the Agency.

**State** - Where the term "State" or "State of Oregon" or "ODOT" appears in the contract documents it shall mean "Clackamas County", "State of Oregon", or "ODOT" as applicable because of context.

Replace the sentence that begins "Surfacing – The Course or Courses..." with the following sentence:

**Surfacing** – The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulder, or parking areas for pedestrian, bicycle or vehicle use.

**Work Day** - Any and every calendar day from January 1 to December 31 of every year, excluding Saturdays, Sundays and Legal Holidays.

Add the following to the end of this subsection:

See Clackamas County General Conditions for Public Improvement Contracts for additional definitions.

## **END OF SECTION**

### **SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES**

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders** - Replace with the following:

**00120.00 Prequalification of Bidders** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.01 General Bidding Requirements** – Replace with the following:

**00120.01 General Bidding Requirements** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Replace with the following:

**00120.05 Request for Plans, Special Provisions, and Bid Booklets:** – Bid documents may be obtained from the Clackamas County Procurement Division as indicated in Notice of Public Improvement Contract Opportunity.

Copies of the 2018 Oregon Standard Specifications for Construction and Supplements might be found on the Oregon Department of Transportation website at:

**00120.10 Bid Booklet** - In the paragraph that begins "The Bid Section includes all pages after...", add the following bullet to the bullet list:

- Certificate of nondiscrimination regarding ORS 279A.110 and certificate regarding policy and practice against sexual harassment, sexual assault and discrimination against employees who are members of a protected class as required by ORS 279A.112 (House Bill 3060, 2017)

**00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered** – Delete the third paragraph.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Replace with the following:

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.40 Preparation of Bids** – Replace with the following:

**00120.40 Preparation of Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.45 Submittal of Bids** - Replace with the following:

**00120.45 Submittal of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.50 Submitting Bids for More than One Contract** – Delete this subsection.

**00120.60 Revision or Withdrawal of Bids** - Replace with the following:

**00120.60 Revision or Withdrawal of Bids** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.68 Mistakes in Bids** – Replace with the following:

**00120.68 Mistakes in Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.70 Rejection of Nonresponsive Bids** – Replace with the following:

**00120.70 Rejection of Nonresponsive Bids** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00120.95 Opportunity for Cooperative Arrangement** – Delete this subsection.

**END OF SECTION**

## SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications modified as follows:

**00130.00 Consideration of Bids** - Delete third paragraph.

**00130.10 Award of Contract** - Replace with the following:

**00130.10 Award of Contract** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.15 Right to Protest Award** – Replace with the following:

**00130.15 Right to Protest Award** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.30 Contract Booklet** – Add the following:

Other documents are part of the contract documents by reference. These include, but are not limited to:

- The "Oregon Standard Specifications for Construction", 2018 Edition, as published by the Oregon Department of Transportation (ODOT).
- "Oregon Standard Drawings" latest edition, as published by ODOT.
- Clackamas County Service District No. 1 "Surface Water Standard Specifications", latest edition.

**00130.40 Contract Submittals** - Replace with the following:

**00130.40 Contract Submittals** - See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.70 Release of Bid Guaranties** – Replace with the following:

**00130.70 Release of Bid Guaranties** – See Clackamas County Public Improvement Contract: Instructions to Bidders.

**00130.80 Project Site Restriction**- Replace the paragraph that begins "Until the Agency sends...", with the following paragraph:

Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment or workers onto the Project Site.

**END OF SECTION**

## SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented modified as follows:

**00140.30 Agency-Required Changes in the Work** – Replace the last paragraph with the following:

Upon receipt of an Engineer's written order modifying the Work, the Contractor shall perform the Work as modified via Change Order, which may be subject to approval as an Amendment.

If an Amendment incorporating changes to the Work increases the Contract amount, the Contractor shall notify its Surety of the increase and shall provide the Agency with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to Amendments shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00195.20. Contract Time adjustments shall be made in accordance with 00180.80.

**00140.31 "As-Built" Records** - Add the following:

Maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of "as-built" drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds. Accurate, complete and current "as-built" drawings are a specified requirement for full partial payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of "as-built" drawings.

The "as-built" drawings must show the information listed below. Where the term "locate" or "location" is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

- 1) Record location of underground services and utilities as installed.
- 2) Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
- 3) Record changes in dimension, location, grade or detail to that shown on the plans.
- 4) Record changes made by change order.
- 5) Record details not in the original plans.
- 6) Provide fully completed shop drawings reflecting all revisions.

**END OF SECTION**

### **SECTION 00150 – CONTROL OF WORK**

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.00 Authority of the Engineer** – Replace the first sentence with the following:

Except as indicated elsewhere in the Contract (e.g. Amendment approval by the BCC), the Engineer has full authority over the Work and its suspension.

**00150.05 Cooperative Arrangements** – Delete this subsection.

**00150.10 Coordination of Contract Documents**

**(a) Order of Precedence** – Replace with the following:

The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Approved Amendments;
- Approved Change Orders
- Bid Schedule with Schedule of Prices;
- Permits from governmental agencies
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Reviewed and accepted, stamped Working Drawings;
- Agreement Form;
- Standard Drawings;
- Approved Unstamped Working Drawings;
- Standard Specifications;
- All other Contract Documents not listed above.

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

**00150.50 Cooperation with Utilities:** Add the following to the end of Paragraph (a):

There may be other utility servers who are not specifically listed in these Special Provisions or on the Plans that may be adjusting or inspecting their facilities within the project limits.

**00150.50(c) Contractor Responsibilities** – Add the following to the bulleted list:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after Contract is awarded to verify all Utilities involvement on the Project Site;
- Hold a utility scheduling meeting and monthly utility coordination meetings (see also 00180.42);
- Coordinate Project construction with Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;

- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish utility location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed utilities as recommended and approved by the Utility representative. Obtain utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown utility issues;
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

The existing underground utilities shown on the Plans have been determined by as-built records and field surveys, but are not guaranteed to be complete or accurate. The Contractor shall be responsible for contacting the individual utility companies to mark locations, and arranging with them for any relocation work that should be required.

The Contractor shall make excavations and borings ahead of the work where necessary to determine the exact location of underground pipes or other features, which might interfere with construction. The Contractor shall support and protect pipes or other services where they cross the trench and shall be responsible for all damages incidental in interruptions of service that may be caused by Contractor operations. Where a new utility line crosses an existing pipeline or other conduit, the trench backfill shall be well compacted in a manner that provides for the required backfill and compaction standards while protecting the utility in question.

**00150.70 Detrimental Operations** – Add the following:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. The Engineer may withhold from future payments to the Contractor, an amount equal to the costs reasonably estimated by the Engineer to repair or replace, as the case may be, those private improvements disturbed by the Contractor's operations. Engineer shall release the

retained amount once Engineer has determined that the Contractor has completed the repair consistent with the requirements of this provision. In addition, prior to construction, the Contractor shall provide to the Engineer video showing private property, which may be disturbed during construction.

## END OF SECTION

### SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.05 Qualified Products List (QPL)** - Replace this subsection, except for the subsection number and title, with the following:

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The PL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

**00160.20(a) Buy America** – Replace with the following: Federal highway funds are NOT involved on this Project.

## END OF SECTION

### SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.04 Costs of Testing** – Replace this section with the following sentence: All testing required to be performed by the Contractor will be at the Contractor's expense.

**00165.10(a) Field-Tested Materials** – Add the following sentence: The County follows the most current version of the MFTP on its projects:

**00165.10(b) Nonfield-Tested Materials** - Add the following sentence:

The County follows the most current version of the NTMAG on its projects.

**00165.91 Fabrication Inspection Expense** - In the paragraph that begins "Fabrication of certain items...", replace the sentence that begins "Therefore, each time that..." with the following sentence:

Therefore, each time that inspection by or on behalf of the Agency is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

In the paragraph that begins "This Subsection applies to all...", replace the first sentence, but not the bullet list, with the following sentence:

This Subsection applies to all fabricated items or manufactured Materials that are inspected by or on behalf of the Agency, which include, but are not limited to:

## END OF SECTION

### SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.04 Patents, Copyrights, and Trademarks** - Replace the paragraph that begins "Prior to use of designs, devices, materials, or processes..." with the following paragraph:

Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of Contractor's legal right to use such design, device, material, or process.

**00170.05 Assignment of Antitrust Rights** - Replace the bullet that reads "ORS 646.725; and" with the following bullet:

- ORS 646.725; or

**00170.07 Record Requirements** - In the paragraph that begins "For purposes of this Subsection, the term...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

**00170.07(a) Records Required** - In the paragraph that begins "These records shall include...", replace the bullet that begins "Contracts or documents of other...", with the following bullet:

- Contracts or documents of other arrangements with any Related Entity as defined in OAR 734-010-0400.

In the paragraph that begins "The Contractor shall include...", replace the words "OAR 731-005-0780" with the words "OAR 734-010-0400".

**00170.07(b) Access to Records** - In the paragraph that begins "The Contractor shall provide...", replace the words "OAR 731-005-0780(9)" with the words "OAR 734-010-0400(9)".

**00170.61(a) Workers' Compensation** - In the paragraph, replace "00170.70(d)" with "the Agreement".

**00170.62 Labor Nondiscrimination** - Add the following paragraph to the end of this subsection:

It is a material term of this Contract that the Contractor certifies by entering into this Contract that the Contractor has a written policy and practice that meets the requirements described in ORS 279A.112 (House Bill 3060, 2017) for preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class and that the Contractor shall maintain the policy and practice in force during the entire term of this Contract.

**00170.65(a) General:** Replace the paragraph that begins " As required by ORS 279C.520, compliance by the ..." with the following paragraphs:

As required by ORS 279C.520, the Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Contractor's compliance with this provision constitutes a material element of the Contract and failure to comply constitutes a material breach that entitles the Agency to exercise any remedies available under the Contract, including, but not limited to, termination for default.

As required by ORS 279C.520, the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person .and shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Add the following subsection:

**00170.67 Fees** - The fee required by ORS 279C.825(1) will be paid by the Agency to the Commissioner of the Oregon Bureau of Labor and Industries under the administrative rules of the Commissioner.

**00170.70 Insurance** - Replace with the following:

**00170.70 Insurance** - See Clackamas County Public Improvement Contract.

**00170.70(c) Additional Insured** - Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insureds under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

**00170.72 Indemnity/Hold Harmless** – Replace with the following:

**00170.72 Indemnity/Hold Harmless** – See Clackamas County Public Improvement Contract.

Extend indemnity and hold harmless to the Agency and the following:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners

#### **END OF SECTION**

### **SECTION 00180 – PROSECUTION AND PROGRESS**

Comply with Section 00180 of the Standard Specifications modified as follows:

**00180.05 Assignment/Delegation of Contract** – Replace this subsection, except for the subsection number and title, with the following:

Unless the Agency gives prior written consent, which will not be unreasonably withheld, the Contractor shall not assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, whether voluntarily or involuntarily, and whether by merger, consolidation, dissolution, operation of law, or any other manner, including, without limitation:

The power to execute or duty to perform the Contract; or

- Any of its right, title or interest in the Contract.

Any purported or attempted assignment, delegation, sale, transfer or disposition without prior Agency consent shall be voidable.

If written Agency consent is given to assign, delegate, sell, or otherwise transfer or dispose of any rights or obligations under the Contract, such consent shall not relieve the Contractor or its Surety of any part of their duties, obligations, responsibilities, or liabilities under or pursuant to the Contract.

**00180.06 Assignment of Funds Due under the Contract** – Replace this subsection, except for the subsection number and title, with the following:

Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form provided by the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer gives prior written consent to the assignment, which will not be unreasonably withheld.

**00180.20(b) Own Organization** - Replace this subsection, except for the subsection number and title, with the following:

The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated Equipment, truck hauling of Materials not included in or requiring a subcontract, and

Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

**00180.20(c)(2) Limitations** - Replace this subsection, except for the subsection number and title, with the following:

The use of Equipment rented with operators is limited to performing minor, Incidental, short-duration work or services under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, rented, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

**00180.20(c)(3) Submittals** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the work or service to be provided. The Contractor shall make certain that the provider of approved work or services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including, without limitation, 00170.07. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a).

**00180.20(e) Trucking** - Replace the paragraph that begins " This Section does not apply to delivery ..." with the following paragraph:

This Section does not apply to delivery of Materials by or for or from a Supplier. This subsection applies to all truck hauling of Materials not performed with trucks owned (or rented) and operated by the Contractor:

**00180.20(e)(2) Limitations** - Replace this subsection, except for the subsection number and title, with the following:

The approved trucking services agreements shall be used for all trucking services for hauling Materials not provided by trucks owned (or rented) and operated by the Contractor except for trucking services provided by committed DBEs that require a subcontract under 00180.21. The Contractor shall execute a trucking services agreement with every trucking services provider for hauling Materials prior to the trucking services provider doing any Work on the Project Site.

**00180.20(e)(3) Submittals** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide the Engineer with an executed copy of the trucking services agreement not later than 2 Days after the trucking services provider for hauling Materials has started work. The Contractor shall make certain that the provider of approved trucking services submits payrolls required under Section 00170, complies with applicable Contract provisions, including, without limitation, 00170.07, and complies with applicable trucking services agreement provisions. The work or service provider will not be considered a Subcontractor under the Contract, but the work or services will be considered to have been performed by the Contractor's own organization for the purposes of determining compliance with 00180.20(a). If the trucking services are provided by an owner/operator:

Attach a copy of the data required under 00170.65(b)(4) to the trucking services agreement; and

- Each truck shall have the name of the owner/operator clearly displayed on the side of the truck.

**00180.21(a) Subcontracting** - Add the following to the end of this subsection:

All contracts with subcontractors or suppliers shall have provisions making the contract assignable to the County, at the option of the County, if the Contractor terminates, goes out of business, declares bankruptcy, or otherwise is unable to perform provided that the County gives the subcontractor notice of assignment within fourteen (14) days of learning of the inability of the Contractor to perform.

The Engineer may revoke consent to subcontract. If the Engineer revokes consent to subcontract, the subcontractor shall be immediately removed from the Project Site.

**00180.21(d) Terms of Subcontracts** - Replace the paragraph that begins " Subcontracts shall provide that work performed under ..." with the following paragraph:

- All subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to, and shall include, the pertinent requirements, provisions, terms, and conditions of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their Subcontractors, and any other lower-tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

**00180.22 Payments to Subcontractors and Agents of the Contractor** - Replace the paragraph that begins "To the extent practicable..." with the following paragraph:

To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. The Agency will not be responsible for any overpayment or losses resulting from overpayment by the Contractor to subcontractors and to its other agents, work providers, service providers, and trucking services providers.

**00180.40 Limitation of Operations** - Add the following to subsection (a):

The Contractor must provide, at a minimum, a 48-hour notice to the Clackamas County Project Manager in order to perform any work on Saturdays.

Add the following subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

| <b>Limitations</b>                       | <b>Subsection</b> |
|--|-------------------|
| Cooperation with Utilities .....         | 00150.50          |
| Cooperation with Other Contractors ..... | 00150.55          |
| Railway Work .....                       | 00170.01(e)       |
| On-Site Work .....                       | 00180.40(b)       |
| Contract Completion Time .....           | 00180.50(h)       |
| Right-of-Way and Access Delays .....     | 00180.65          |
| Traffic Lane Restrictions .....          | 00220.40(e)       |
| Special Events .....                     | 00220.40(e)       |
| In-water Work Restrictions .....         | 00290.34(a)       |
| Noise Control .....                      | 00290.32          |
| Maintenance Under Traffic .....          | 00620.43          |
| Opening Sections to Traffic.....         | 00744.51          |
| Opening Sections to Traffic .....        | 00745.51          |

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

**00180.41 Project Work Schedules** – Add the following:

A Type B schedule as detailed in the Supplemental Specifications is required on this Contract. In addition, a three-week look ahead schedule shall be prepared by the Contractor on a weekly basis and submitted to the Engineer. It shall include all construction activities planned for the following three-week period. The three-week look ahead schedule can be hand-written and shall be in a format agreed upon by the Contractor and the Engineer.

**The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site. Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.**

**00180.42 Preconstruction Conference** - Add the following:

Before beginning On-Site Work and before meeting with the Engineer for the preconstruction conference, hold a group utilities scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utilities time needs into the Contractor's schedule submitted prior to the preconstruction conference.

Submit the following during the preconstruction conference unless otherwise directed:

- The names, addresses, and telephone numbers of two or more persons employed by the Contractor who can be reached day or night to handle emergency matters.
- Subcontractor's list including contact list for each subcontractor with phone numbers and addresses and work to be performed.
- List of personnel authorized to sign change orders and receive progress payment warrants.
- Video recording of private properties affected by construction per 00150.70.

- A representative of each subcontractor shall be required to attend the pre-construction conference.

**00180.43 Commencement and Performance of Work** - Add the following bullet items:

- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor shall notify the County 2 weeks before the first substantial work activity commences on the project site.
- Portable Changeable Message Signs shall be in place 2 weeks before the first substantial work activity commences on the project site.
- Conduct the work at all times in a manner and sequence that will insure minimal interference with traffic. The Contractor shall not begin work that will interfere with work already started. If it is in the County's best interest to do so, the County may require the Contractor to finish a portion or unit of the project on which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.
- The Contractor will be notified in writing of the specified date to commence work and will not begin work until receipt of this Notice to Proceed. Upon the commencement of grinding, tilling, grading or paving operations on any one respective work site, all necessary work including paving of driveways and road approaches shall be vigorously pursued to reach substantial completion within a 14 calendar day duration. **If at any time a work site is left prior to substantial completion (completed paving of driveways, road approaches, etc.) without written consent from the owner's project manager, this will be considered abandonment by the Contractor.** Failure to meet these time constraints or abandonment shall subject the contractor to the full amount of Liquidated Damages as detailed in Section 00180.50 of these Special Provisions.
- At the time Substantial Completion is reached, the Contractor shall submit a Notice of Substantial Completion.

Add the following subsection:

**00180.50(h) Contract Time** - Complete all Work to be done under the Contract not later than

September 17, 2021.

**00180.70 Suspension of Work** - Add the following to the first bullet item:

If the Inspector has reason to believe that any safety provisions are not being adhered to, the Inspector will immediately notify the Contractor's site foreman and/or the appropriate person and the County Project Manager. The purpose of this discussion is to determine the validity of the alleged violation. This will also allow the Contractor a reasonable amount of time to correct or improve any of the provisions for the safety on this project. If the County Project Manager finds the problem still unresolved or uncorrected, they will notify the Contractor's Project Manager and the County's Risk Management Safety Analyst. If the

County's Risk Management Safety Analyst finds that the job site contains any unresolved safety issues they will take appropriate action up to and including suspension of the Contractor's operations on all or part of the Work.

**00180.85(b) Liquidated Damages** - Add the following paragraphs:

The liquidated damages for failure to complete the Work on time required by 00180.50(h) will be \$600 per Calendar Day \*.

\* Calendar Day amounts are applicable when the Contract time is expressed on the Calendar Day or fixed date basis.

Add the following subsection:

**00180.85(c) Lane Closures and Road Closures** - Lane closures and road closures beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

**(1) Lane Closures** - It is impractical to determine the actual damages the Agency will sustain in the event traffic lanes are closed beyond the limits listed in 00220.40(e). Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 15 minutes, or for a portion of 15 minutes, per lane, for any lane closure beyond the limits listed in 00220.40(e). In addition to the liquidated damages, all added cost for traffic control measures, including flagging, required to maintain the lane closures beyond the allowed time limits, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

The Engineer will determine when it is safe to reopen lanes to traffic. Assessment of liquidated damages will stop when all lanes have been safely reopened. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

**00180.85(d) Traffic Delays Beyond 20 Minutes** - Stopping or holding vehicles beyond the limits specified will inconvenience the traveling public and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event traffic is stopped or held longer than the 20-minute limit listed in 00220.02. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes, or for a portion of 20 minutes, for stopping or holding traffic longer than 20 minutes. In addition to the liquidated damages, any added cost for traffic control measures, including flagging, required to stop or hold traffic beyond the 20-minute time limit, will be at no additional cost to the Agency. The required traffic control measures will be as determined by the Engineer.

Assessment of liquidated damages will stop when the Engineer determines that traffic is no longer stopped or held beyond the 20-minute limit. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

Add the following subsection:

**00180.85(e) Installation of Driveways** – Not completing driveways in a time specified will be an inconvenience to the property owner and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event a driveway connection isn't constructed in 30 calendar days after mainline paving was completed in front of a driveway. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per each calendar day or for a portion of a calendar day, for not constructing a driveway connection beyond 30 calendar days of when mainline was completed in front of the driveway.

Add the following subsection:

00180.85(f) Noise Control – Performing construction work and equipment maintenance within 1,000 feet of an occupied dwelling between the hours of 10:00 pm and 7:00 am will be defined as Contractor Created Noise and will be a cost to the Agency.

It is impractical to determine the actual damages the Agency will sustain in the event of Contractor created noise within the hours listed in 00290.32 and above. Therefore, the Contractor shall pay to the Agency, not as a penalty, but as liquidated damages, \$500 per 20 minutes. In addition to the liquidated damages, any added cost for noise control measures implemented by the Contractor, will be at no additional cost to the Agency.

Assessment of liquidated damages will stop when the Engineer determines that the Contractor's created noise has stopped. Any liquidated damages assessed under these provisions will be in addition to those listed in 00180.85(b).

**00180.90(a) Termination for Default** - In the paragraph that begins "Termination of the Contract for default...", add the following bullet to the end of the bullet list:

- Has liquidated and delinquent debt owed to the State or any department or Agency of the County,

#### **END OF SECTION**

### **SECTION 00190 – MEASUREMENT OF PAY QUANTITIES**

Comply with Section 00190 of the Standard Specifications modified as follows:

**00190.20(g) Agency-Provided Weigh Technician:** Replace subsection (g) with the following:

The Contractor must provide a weigh technician. The Agency will not provide one for the Contractor.

#### **END OF SECTION**

### **SECTION 00195 – PAYMENT**

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.10 Payment for Changes in Material Costs** - Delete and replace with the following:

No asphalt cement cost adjustment shall be used on this project.

**00195.12 Steel Material Price Escalation/De-Escalation Clause** – Add the following sentence:

No steel material price escalation/de-escalations shall be used on this project. There is no option for Contractor participation.

**00195.20(b) Significant Changed Work** - Replace the paragraph that begins “Any such adjustments...” with the following paragraph:

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00197 for determining rates. This does not limit the application of Section 00199.

Significant is defined as:

- a). An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original proposal quantities and the unit contract prices; or,
- b). An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

**00195.50 Progress Payments and Retained Amounts** - Modify as follows:

**00195.50(a) Progress Payments** - Modify as follows:

**(1) Progress Estimates** - Delete the first sentence and replace with the following:

At a regular period each month to be determined at the Preconstruction Conference, the Contractor will make an estimate of the amount and value of pay item work completed and in place. This estimate will be submitted to the Project Manager for review and approval.

**(2) Value of Material on Hand** - Replace with the following:

**(2) Value of Material on Hand** - The Contractor will make an estimate of the amount and value of acceptable material to be incorporated in the completed work which has been delivered and stored as given in 00195.60(a) for review and approval.

**(4) Limitations on Value of Work Accomplished** - In the first sentence, change "Engineer's estimate" to "Contractor's reviewed estimate".

**00195.50 (b) Retainage** - Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5.0% of the value of payments made, and will be retained in one of the forms specified in Subsection (c) below. The County will withhold Retainage from all force account and change order work.

**00195.50(c) Forms of Retainage** – Replace the first paragraph with the following:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” (Retainage Surety Bond) are the Agency-preferred forms

of retainage. Unless the Contractor notifies the County otherwise in writing, the County will automatically hold retainage per paragraph (2) “Cash, Alternate B (No Interest Earned). If the Agency incurs additional costs as a result of the Contractor’s election to use “Bonds and Securities”, the Agency may recover such costs from the Contractor by a reduction of the final payment.

Replace paragraph (2) with the following:

**(2) Cash, Alternate B (No Interest Earned)** – Retainage will be deducted from progress payments and held by the Agency until final payment is made in accordance with 00195.90, unless otherwise specified in the Contract.

**00195.50(d) Release of Retainage** – Replace with the following:

**(d) Release of Retainage** - As the Work progresses, release of the amounts to be retained under (b) of this Subsection will only be considered for Pay Items that have been satisfactorily completed. For purposes of this Subsection, a Pay Item will be considered satisfactorily completed only if all of the Work for the Pay Item is complete and all contractual requirements pertaining to the Pay Item and Work have been satisfied. Work not included in a Pay Item, or which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer or Project Manager may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.

A determination of satisfactory completion of Pay Items or Work or release of retainage shall not be construed as acceptance or approval of the Work and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

## **END OF SECTION**

### **SECTION 00196 – PAYMENT FOR EXTRA WORK**

Comply with Section 00196 of the Standard Specifications modified as follows:

**00196.91 Extra Work Allowance** – Add the following section:

The Bid schedule of prices contains a bid item for a pre-determined amount of Engineer ordered extra work. All Bidders shall reflect this same amount in their total Bid. No Bidder shall presume in the preparation of the bid or in the course of contract work that there will be a certain payment under that item or a certain order for extra work.

## **END OF SECTION**

### **SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK**

Comply with Section 00197 of the Standard Specifications modified as follows:

**00197.20(a) General** - Replace the paragraph that begins "Except as modified by these..." with the following paragraph:

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the EquipmentWatch Cost Recovery (Blue Book) published by EquipmentWatch, a division of Penton Business Media, Inc., and available from EquipmentWatch (phone 1-800-669-3282) (<http://equipmentwatch.com>).

## END OF SECTION

### SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** - Replace the entire section with the following:

The Contractor must properly submit a claim as detailed in 00199.30.

**(a) Engineer Claim Review** - The Engineer or Project Manager will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation, Contract Time, or for a combination of additional compensation and Contract Time. Once the Engineer or Project Manager determines the Agency is in receipt of a properly submitted claim, the Engineer or Project Manager will arrange a meeting, within 28 Calendar Days, or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion. A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim meetings.

If the Engineer or Project Manager determines that the Contractor must furnish additional information, records, or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 calendar days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer or Project Manager will advise the Contractor of the decision to accept or reject the claim. If the Engineer or Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Engineer or Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied. The County intends to resolve claims at the lowest possible level.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

If the Engineer or Project Manager has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in this

Subsection. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

**(b) Director Claim Review** - Upon request by the Contractor, the Department Director will review the Engineer or Project Manager's decision on the claim and advise the Contractor of the decision in writing. If the Director finds the claim has merit, and equitable adjustment will be offered. If the Director finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Director shall evaluate the claim based on the information provided by the Contractor to the Engineer or Project Manager. However, if the Department Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Department Director (or designee) will schedule a meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The claim is subject to records review, if not all of the records requested by the Department Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions regarding waiver and dismissal of the claim or portions of the claim.

The decision of the Department Director shall be the final decision of the Agency.

**(c) Commencement of Litigation** - If the Contractor does not accept the Director's decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any **and** all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

The Contractor must follow each step in order, and exhaust all available administrative remedies before resorting to litigation. Litigation of a claim that cannot be resolved through the process described above shall be initiated by filing a complaint in the Clackamas County Circuit Court for the State of Oregon.

In any litigation, the entire text of any order or permit issued by the County or any other governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for purposes of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

The Contractor shall comply with 00170.00.

**00199.50 Mediation** - Delete the entire section.

**00199.60 Review of Determination Regarding Records** - Delete the entire section.

### END OF SECTION

### SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

### END SECTION

### SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.02 Public Safety and Mobility** – Add the following bullets to the end of the bullet list:

- When paving operations create an abrupt edge, protect traffic by installing a "DO NOT PASS" (R4-1) sign before the work area at sign spacing "A" from the TCD Spacing Table" shown on the standard drawings. Alternate "ABRUPT EDGE" (CW21-7) signs with appropriate (CW21-8) rider and "DO NOT PASS" (R4-1) signs at 1/2 mile spacings. Install a "BUMP" (W8-1) sign 100 feet prior to the transverse paving edge.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing.
- Provide and maintain access to garbage containers and garbage pick-up, mail and other regularly scheduled deliveries. Coordinate with school districts and with public transit to minimize impacts and delays for any school and public bus routes.
- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.

**00220.40(e)(1) Closed Lanes** - Replace this subsection, except for the subsection number and title, with the following:

One or more traffic lanes may be closed when allowed, shown, or directed during the following periods of time except as indicated in 00220.40(e)(2):

- Daily, Monday through Thursday, between 7:00 am and 10:00 p.m.
- Nightly, Sunday night through Friday morning, between 10:00 p.m. and 7:00 a.m.

### END SECTION

## SECTION 00225 - WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications modified as follows:

**00225.01(b) Definitions** – Add the following to the end of the subsection:

**Temporary Walk** – Temporary Surfacing for a sidewalk or Multi-Use Path designated to be used by pedestrians, bicyclists, or other non-motorized users.

**00225.02 General Requirements** - Add the following to the end of the subsection:

During pilot car operations, install a 15 by 24-inch "WAIT FOR PILOT CAR" (CR4-20) sign at stop-controlled side roads and accesses intersecting the Highway within the limits of the pilot car operation.

**00225.32(b) Traffic Control Inspection Without TCS** - Add the following bullet(s) to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

**00225.43(e) Pavement Markers** - Replace the paragraph that begins "Unless otherwise shown..." and the three bullets with the following paragraphs and bullets:

Install temporary flexible overlay pavement markers on the pavement wearing course for temporary centerline marking as follows:

Place and maintain two temporary flexible overlay pavement markers, side-by-side on 20-foot spacings in tangent and curve sections, to simulate double yellow lines.

Establish alignment for placing the temporary flexible overlay pavement markers as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the markers. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment of markers.
- Remove and replace misaligned markers at no additional cost to the Agency.

**00225.43(f) Temporary Tape** - add the following to the end of this section:

Install temporary tape on the pavement base course for temporary lane markings as follows:

Place and maintain a 4" x 4" minimum long strip (2 strips for simulating double yellow delineation) of temporary tape at 40 foot spacings in tangent and curve sections, to simulate travel lane lines.

Establish alignment for placing the temporary tape as follows:

Control markers at:

200 foot intervals on tangents

50 foot intervals on curves

40 foot intervals on curves with speed rider

- Use string line or other appropriate means to maintain proper alignment of the tape. Adjust placement to avoid straddling a longitudinal joint, while maintaining a suitable alignment.
- Remove and replace misaligned tape at no additional cost to the Agency.

**00225.46(b) Portable Changeable Message Signs (PCMS)** - Add the following bullet to the end of the bullet list:

- Type B, Mini PCMS use is limited to locations where the preconstruction posted speed is 40 mph or less.

**00225.88(a) Flaggers** - Replace this subsection, except for the subsection number and title, with the following:

No measurement will be made for flaggers.

**00225.90(b) Method "B" – Lump Sum Basis** – Replace this subsection except for the heading and title with the following:

Work zone traffic control will be paid for at the Contract lump sum amounts for the items "Temporary Work Zone Traffic Control, Complete for \_\_\_\_" where the name of the street(s) or location will be inserted in the blank.

When the schedule of items includes both "Temporary Work Zone Traffic Control, Complete for \_\_\_\_\_" and other unit based pay items described in Method "A", only the pay items included in the bid item schedule will be paid. All TCD and operations required to safely protect and direct traffic around and through the work zone(s) not listed in the bid item schedule shall be included in the lump sum price for "Temporary Work Zone Traffic Control, Complete for \_\_\_\_\_."

Payment includes all traffic control costs including flagging (to the extent deemed necessary by the Engineer) during the course of construction and as needed to complete punch list items. Payment also includes the removal of existing striping and legends shown to be replaced.

**00225.91 Temporary Signing** - Supplement this subsection with the following:

When the item "Temporary Project Information Signs" is included in the Contract Schedule of Items, the accepted quantities of temporary signs will be paid for at the Contract unit

price, per square foot, for the item "Temporary Project Information Signs." Only temporary project information signs, as shown on the Plans, will be paid for under this item.

**00225.94 Work Zone Lighting** – Modify this section as follows:

Delete Pay Item (a) from the pay item list.

Replace the paragraph that begins "Item (a) includes..." with the following paragraph:

No separate or additional payment will be made for flagger station lighting, when required.

**00225.98 Flaggers and Traffic Control Supervisors** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for flaggers or Traffic Control Supervisor.

## END SECTION

### SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.00 Scope** - Add the following paragraph to the end of this subsection:

All provisions of the Oak Lodge Water Services District Erosion Control Permit are applicable to this project.

**00280.80 Measurement** - Add the following paragraph to the end of this subsection:

**(e) Incidental** – No measurement will be made and all work shall be considered incidental to the work. When unit based bid items are included in the bid item schedule, only those items listed will be measured and all other work required to comply with this section and applicable permits shall be considered incidental.

**00280.90 Payment** - Add the following paragraph after the paragraph beginning "When only item (a)....":

Only items listed in the bid schedule will be measured separately. All other work required to comply with this section and applicable permits will be considered incidental to the work and no additional payment will be made.

## END SECTION

### SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.30(b) Pollution Control Plan** - Replace the paragraph that begins "Develop and submit a PCP..." with the following:

Develop a PCP using ODOT Form 734-2445 and submit it for approval 10 Calendar Days before the preconstruction conference. Maintain a copy of the PCP on-site at all times during construction activities, readily available to employees and Inspectors. Ensure that all employees comply with the provisions of the PCP.

Delete the paragraph that begins “A Pollution Control Plan...”.

**00290.32 Noise Control** - Replace the first bullet paragraph with the following:

- Do not perform construction within 1,000 feet of an occupied dwelling between the hours of 10:00 p.m. and 7:00 a.m. on other days, without the approval of the Engineer.

**END SECTION**

### **SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Comply with Section 00310 of the Standard Specifications modified as follows:

**00310.92 Separate Item Basis** – Supplement the paragraph that begins “Item (g) includes” with the following:

Sawcutting completed as necessary to phase the work as required in other sections shall be considered incidental and will not be paid separately.

**END SECTION**

### **SECTION 00330 - EARTHWORK**

Comply with Section 00330 of the Standard Specifications.

**END SECTION**

### **SECTION 00331 – SUBGRADE STABILIZATION**

Comply with Section 00331 of the Standard Specifications.

**END SECTION**

### **SECTION 00440 - COMMERCIAL GRADE CONCRETE**

Comply with Section 00440 of the Standard Specifications modified as follows:

Add the following subsection:

**00440.02 Abbreviations and Definitions:**

**ASTV – Actual Strength Test Value** – See 02001.02 for definition.

**00440.12 Properties of Commercial Grade Concrete** - Replace the bullet that begins "Compressive strength..." with the following bullet:

- **Compressive Strength** - ASTV minimum of 3,000 psi at 28 days

**00440.14(d) Hardened CGC** - Add the following to the end of this subsection:

The ASTV at 28 Days is the average compressive strength of the three cylinders tested. Discard all specimens that show definite evidence, other than low strength, of improper sampling, molding, handling, curing, or testing. The average strength of the remaining cylinders shall then be considered the test result.

**END SECTION**

### **SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS**

Comply with Section 00470 of the Standard Specifications.

**END SECTION**

### **SECTION 00480 - DRAINAGE CURBS**

Comply with Section 00480 of the Standard Specifications.

**END SECTION**

### **SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES**

Comply with Section 00490 of the Standard Specifications modified as follows:

**00490.80 Measurement** – Add the following to this subsection:

No measurement shall be made for adjusting structures or boxes owned by utility providers. All work associated with installing grade adjustment rings provided by others or raising boxes to finish grade during paving operations which are not owned by Clackamas County will be considered incidental to other bid items including coordination with utility owners.

**00490.90 Payment** – Add the following to this subsection:

Item (e) includes all work necessary to raise existing catch basins to finish grade including removing top sections of existing structures including sawcutting cast-in-place structures as needed, adding new cast-in-place or precast riser sections, resetting existing frames and grates and all other work necessary to adjust the basin.

**END SECTION**

### **SECTION 00620 - COLD PLANE PAVEMENT REMOVAL**

Comply with Section 00620 of the Standard Specifications modified as follows:

**00620.90 Payment** – Add the following to the end of this section:

Payment includes removal, haul and disposal of cold planed surfacing material and cleaning the planed surface in preparation for asphalt placement. Payment will only be made for those areas shown or as directed by the Engineer. If the Contractor elects to use cold planing to remove existing pavement in areas where the Plans indicate pavement removal to full depth, this work will be paid under other bid items.

**END SECTION**

**SECTION 00641 - AGGREGATE SUBBASE, BASE, AND SHOULDERS**

Comply with Section 00641 of the Standard Specifications modified as follows:

**00641.10(a) Base and Shoulder Aggregate** – Replace the last sentence in the first paragraph with the following:

Shoulder aggregate shall be 1 ½”-0. Aggregate approach shall be either 1”-0 or ¾”-0 as the contractor elects.

Replace “Shoulder Aggregate.....2640” With the following:

Shoulder Aggregate.....2630.10

**00641.22 Spreading Equipment** – Add the following to the end of this subsection:

All shoulder rock shall be placed using a heavy-duty self-propelled road widener capable of widening from 1’ to 14’ in a single pass. Discharge of the speed of the aggregate is controlled from a conveyor speed lever on the operator’s console.

**00641.90 Payment** – Add the following pay item to this subsection:

| <b>Pay Item</b>                             | <b>Unit of Measurement</b> |
|---|----------------------------|
| (h) Aggregate Approach: Aggregate Base..... | Ton                        |

Add the following to the end of this subsection:

In items (f), the size of the aggregate shall be included after the bid item in parenthesis.

Item (h) includes aggregate sections constructed as part of driveway approach transitions.

**END SECTION**

**SECTION 00730 - EMULSIFIED ASPHALT TACK COAT**

Comply with Section 00730 of the Standard Specifications modified as follows:

**00730.44 Applying Tack Coat** - Add the following before the first paragraph of this subsection:

A tack coat shall be applied between the existing pavement and the overlay and between all overlay pavement courses.

Tack coat shall be applied only so far in advance as is appropriate to insure a tacky condition of the asphalt at the time of placing the next course of pavement material. Application shall be scheduled so as to offer the least interference to traffic and to permit one-way traffic without pickup or tracking. The tack coat shall be covered the same day as applied.

**00730.90 Payment** - Replace this subsection, except for the subsection number and title, with the following:

No separate or additional payment will be made for emulsified asphalt tack coat. Tack coat shall be considered incidental to the asphalt concrete paving work, and no separate payment will be made.

## END SECTION

### SECTION 00745 - ASPHALT CONCRETE PAVEMENT

Comply with Section 00745 of the Standard Specifications modified as follows:

**00745.11(a) Asphalt Cement** - Replace PG 64-22 or PG 64-28 in the second paragraph with PG 64-22.

**00745.42 Preparation of Underlying Surfaces** - Add the following subsections:

**(a) Overlay Preparation** - Existing pavement surfaces shall be cleaned of all loose material, dirt and dust by brooming, by flushing with water or other approved methods prior to applying the tack coat or pavement overlay fabric. Any grass or other vegetation between the existing asphalt concrete and the curb shall be totally removed. Any vegetation that exists over the face of the curb line shall be removed in a neat workman like manner. The existing curb shall be cleaned and a tack coat applied prior to paving.

**NOTE: The contractor is responsible for street sweeping. Special attention will be given to organic materials in cracks and the removal of all materials on the edge of the existing pavement. The contractor shall use vacuum sweepers that are self-propelled equipped with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface and collecting the material by vacuum device**

All work required in the cleaning and preparing the work site as described above and payment for this item shall be considered incidental to and included in the unit price for asphalt concrete material, and no additional compensation shall apply.

**(b) Pre-Leveling Courses** - Existing pavements have occasional surface irregularities and uneven crown section. In these worst cases, it is the intent that this condition be corrected through the means of application of an asphalt concrete leveling course prior to the placing of the uniform 2" wearing course overlay. In leveling irregular surfaces, the presence of low areas and the surface grade to which the final course is to be placed may require the asphalt mixture to be laid in two or more layers in which case the compacted thickness of any one layer shall not exceed two and one-half (2 ½) inches.

All pre-leveling work must be performed at the direction of the County and quantities identified on the schedule of prices are approximate.

Asphalt concrete mixture to achieve the necessary pre-leveling work will be paid on the contract unit price per ton for the respective work site schedule of prices.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

Add the following to the end of this subsection:

All joints between asphalt concrete pavement, Portland Cement Concrete, and old surfaces, curbs, gutters, inlet structures, manholes, etc. shall be sealed by an application of CSS-1 emulsified asphalt followed immediately by a cover coat of clean sand. The liquid asphalt shall be carefully applied so the width of coverage beyond the joint is kept to a minimum

For driveways and approaches the Contractor shall wing out the paving machine or dump additional material by hand for driveway apron. In no case will material be removed from the traveled lane for driveway apron.

**00745.49(b)(2)(b) Core Correlation of Nuclear Gauge Readings** - Replace this subsection, except for the subsection number and title, with the following:

For each lift on the Project that contains more than 2,500 tons of ACP, correlate each nuclear gauge that will be used on that lift. Perform core correlations and determine core correlation factors according to AASHTO T 355 and ODOT TM 327. Provide bulk specific gravity values to the Engineer within 24 hours of coring. If an Aggregate source or the asphalt cement source changes, new core correlations are required.

Apply correlation factors to all nuclear gauge readings for the Lift on which the core correlation was performed.

Both the Engineer and the Contractor may request additional core correlation of nuclear gauge readings. Core correlations requested by the Contractor or that are required due to a change in Aggregate or asphalt cement source will be at no additional cost to the Agency.

**00745.80 Measurement** - Add the following paragraph to the beginning of this subsection:

The quantities of ACP shown in the Contract Schedule of Items were computed on the basis of aggregates having a Specific Gravity of 2.463.

Replace the paragraph that begins "The quantities of ACP..." with the following paragraph:

The quantities of ACP will be measured on the weight basis. No separate measurement will be made for asphalt cement used in the mixture. No deduction will be made for lime or any other additive used in the mixture.

**00745.90 Payment** – Replace this subsection, except for the subsection number and title, with the following:

The accepted quantities of ACP incorporated into the Project, whether or not recycled materials are used, will be paid for at the Contract unit price, per unit of measurement.

Asphalt concrete shall be measured and paid for on a ton basis, to the nearest 0.01 English ton. There will be no separate measurement or payment for asphalt cement contained in the mixture. The Contract unit price per ton for asphalt concrete shall include all work and materials required to:

- Furnish and acceptably place the required Tack Coat;
- Acceptably clean the existing pavement surfaces in preparation for applying the tack
- Seal all cold and transverse joints with hot liquid asphalt and clean sand.
- Provide all necessary quality control tests in accordance with ODOT specification 00745.

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for:

- reconditioning existing roadway
- leveling work
- lime
- QC testing
- sawing, cleaning, and filling joints on bridge deck overlays
- No separate or additional payment will be made for asphalt cement used in the mixture.

When indicated by other pay items in the Contract Schedule of Items, separate payment will be made for work described in 00745.42, 00749.91 and 00749.92.

When a panel consists of both temporary and permanent courses, payment for the entire panel will be based on the permanent course.

**00745.95 Price Adjustments** – Replace this subsection, except for the subsection number and title, with the following:

There will be no ACP Price Adjustments for this project.

Asphalt concrete placed in overlay that does not comply with the compaction requirements herein shall be removed and replaced at the discretion of the Engineer.

**END SECTION**

## **SECTION 00748 - ASPHALT CONCRETE PAVEMENT REPAIR**

Comply with Section 00748 of the Standard Specifications.

**END SECTION**

## **SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES**

Comply with Section 00749 of the Standard Specifications.

**END SECTION**

## **SECTION 00840 - DELINEATORS AND MILEPOST MARKER POSTS**

Comply with Section 00840 of the Standard Specifications.

**END SECTION**

## **SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS**

Comply with Section 00850 of the Standard Specifications modified as follows:

Add the following subsection:

**00850.12 Reflective Elements** – Swarco 3130 blend or approved equal from the ODOT QPL shall be used with Hi-Build Paint.

**00850.30 Manufacturer's Representative** - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place pavement markings only when the pavement is ready for the pavement marking material according to the manufacturer's installation instructions.

**END SECTION**

## **SECTION 00855 - PAVEMENT MARKERS**

Comply with Section 00855 of the Standard Specifications.

**END SECTION**

## **SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS**

Comply with Section 00867 of the Standard Specifications.

**END SECTION**

## **SECTION 02001 - CONCRETE**

Comply with Section 02001 of the Standard Specifications modified as follows:

**02001.02 Abbreviations and Definitions** - Replace this subsection, except for the subsection number and title, with the following:

**ASTV** - Actual Strength Test Value - average of test cylinder compressive strengths

$f'_c$  - Minimum Specified Compressive Strength at 28 days

$f'_{cr}$  - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet  $f'_c$

**GGBFS** - Ground Granulated Blast Furnace Slag

**HPC** - High Performance Concrete

**HRWRA** - High-Range Water-Reducing Admixture (super-plasticizer)

**PPCM** - Precast prestressed concrete member

**SCM** - Supplementary Cementitious Materials

**SSD** - Saturated Surface-Dry

**w/cm Ratio** - Water-Cementitious Material Ratio

**WRA** - Water Reducing Admixture

**Cementitious Materials** - Portland cement and supplementary cementitious materials.

**High Performance Concrete** - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

**Moderate Exposure** - Elevations below 1,000 feet.

**Pozzolans** - Fly ash, silica fume, and metakaolin.

**Severe Exposure** - Elevations 1,000 feet and above.

**Supplementary Cementitious Materials** - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

**02001.10 Materials** - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

|   |       |
|---|-------|
| Aggregates .....                          | 02690 |
| Cement.....                               | 02010 |
| Chemical Admixtures .....                 | 02040 |
| Concrete Modifiers.....                   | 02035 |
| Supplementary Cementitious Materials..... | 02030 |
| Synthetic Fiber Reinforcing .....         | 02045 |
| Water.....                                | 02020 |

**02001.20(a) Strength** - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength,  $f'_c$  at 28 days.

**Table 02001-1**

| <b>Concrete Strength and Water/Cementitious Material (w/cm) Ratio</b>   |                       |                           |
|---|-----------------------|---------------------------|
| <b>Type of Concrete</b>   | <b>Strength (PSI)</b> | <b>Maximum w/cm Ratio</b> |
| Structural  | 3300                  | 0.50                      |
|   | 3300 (Seal)           | 0.45                      |
|   | 4000                  | 0.48                      |
|   | HPC4500               | 0.40                      |
|   | 5000 and Above        | 0.40 <sup>1</sup>         |
|   | HPC5000 and above     | 0.40                      |
| Drilled Shaft   | 4000                  | 0.48                      |
| Paving  | 4000                  | 0.44                      |
| <sup>1</sup> PPCM's with cast-in-place decks and no entrained air may have w/cm as follows:<br>5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42 |                       |                           |

**(1) Required Over Design Strength ( $f'_{cr}$ )** - Using the ASTV from either field results or trial batch cylinder's, provide calculations demonstrating compliance with one of the following:

$$f'_{cr} = f'_c \times 1.20 \text{ for up to but not including Class 6000; } f'_{cr} = f'_c \times 1.15 \text{ for Class 6000 and higher}$$

$$f'_{cr} = f'_c + 1.34 \times S^1 \text{ for up to but not including Class 6000; } f'_{cr} = f'_c + 1.28 \times S^1 \text{ for Class 6000 and higher}$$

<sup>1</sup> For current designs, S is the standard deviation of 28-Day cylinder strengths from the available data set. For new mix designs, the second option above may be used if there are at least 15 sets of 28-Day cylinders from a similar class ( $\pm 1,000$  psi) mix design produced at the same plant.

**(2) Flexural Beams** - Flexural beams for paving concrete mix designs shall achieve 600 psi at 28 Days.

**02001.20(c) Slump** - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete at the appropriate slump shown in Table 02001-3. Take corrective action to maintain a consistent slump at the point of discharge from the delivery vehicle.

**Table 02001-3  
Concrete Slump**

| Condition                               | Slump                        |
|---|------------------------------|
| Concrete without WRA                    | 4" max.                      |
| Concrete with WRA                       | 5" max.                      |
| Concrete with HRWRA                     | 5 1/2" ± 2 1/2"              |
| Precast Prestressed Concrete with HRWRA | 10" max.                     |
| Seal Concrete                           | 8" ± 2"                      |
| Drilled Shaft Concrete                  | 8 1/2" ± 1 1/2" <sup>1</sup> |

<sup>1</sup> Maintain a minimum slump of 4 inches throughout drilled shaft placement, including temporary casing extraction.

Add the following subsection:

**02001.20(e) Durability** - For HPC and SFC designs, except designs for precast bridge rail elements, the following additional requirements apply:

| Test          | Test Method  | Acceptance Value                              |
|---------------|--------------|---|
| Length Change | ASTM C157    | -0.045%                                       |
| Permeability  | AASHTO T 277 | 1,000 Coulombs (max.) at 90 days <sup>1</sup> |

<sup>1</sup> Only required for alternate HPC designs. See 02001.30(b)(2).

**02001.30 Concrete Mix Design** - Replace this subsection with the following subsection:

**02001.30 Concrete Constituents:**

**(a) Portland Cement** - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

**(b) Supplementary Cementitious Materials** - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

**(1) General Limits** - SCM may be used separately or in combination as shown:

| Separate SCM                                    | Maximum |
|---|---------|
| Fly Ash + Other Pozzolans                       | 25%     |
| GGBFS   | 50%     |
| Silica Fume                                     | 5%      |
| Combined SCM                                    | Maximum |
| Fly Ash + Other Pozzolans + GGBFS + Silica Fume | 50%*    |

Fly Ash + Other Pozzolans + Silica Fume 30%\*

\* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

**(2) HPC Cementitious Composition** - Provide HPC with one of the following:

- Cementitious material with 66 percent portland cement, 30 percent fly ash, and 4 percent silica fume.
- Cement with SCM proportioned according to 02001.30(b)(1) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.
- Cementitious material with modifiers and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

**(c) Blended Hydraulic Cement** - Blended hydraulic cement may be used subject to the limits of 02001.31(b)(1) and 02010.20.

**(d) Chemical Admixtures** - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

**(e) Aggregate** - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

**(f) Synthetic Fiber Reinforcing for Concrete** - Use synthetic fiber reinforcing from the QPL and according to Section 02045 in all bridge deck and silica fume overlay concrete. Use synthetic fiber reinforcing according to the manufacturer's recommendations at the rate designated on the QPL. Fiber packaging is not allowed in the mixed concrete.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

**Table 02001-4  
Absolute Solid Volume**

| Maximum Nominal<br>Aggregate Size | Cu. Yd. (Aggregate) /<br>Cu. Yd. (Concrete) |
|-----------------------------------|---|
| 3/8"                              | 0.36  |
| 1/2"                              | 0.38  |
| 3/4"                              | 0.40  |
| 1"                                | 0.42  |
| 1 1/2"                            | 0.44  |

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

**02001.31 Concrete Constituents** - Replace this subsection with the following subsection:

**02001.31 Concrete Mix Design** - Submit new or current mix designs, prepared by a CCT, for each required class of structural or paving concrete to the Engineer for review. Allow 21 Calendar Days for the review. Design mixes by the volumetric method in ACI 211.1 to achieve the properties of 02001.20. Do not proceed with concrete placement until the Engineer has determined that the mix design complies with the Specifications. Review of concrete mix designs does not relieve the Contractor of the responsibility to provide concrete meeting the Specification requirements.

**02001.32(a) Trial Batch** - Add the following to the end of this subsection:

Furnish all materials, Equipment and Work required for designing the mixes, testing Materials, and making trial batches to verify the final design for final use at no additional cost to the Agency.

**02001.32(c) Strength Tests** - Replace this subsection with the following subsection:

**02001.32(c) Hardened Concrete** - When applicable, test properties according to the following test methods:

| Test                 | Test Method  |
|----------------------|--------------|
| Compressive Strength | AASHTO T 22  |
| Flexural Strength    | AASHTO T 97  |
| Length Change        | ASTM C157    |
| Permeability         | AASHTO T 277 |

**(1) Compressive Strength Tests** - For each trial batch, cast and cure at least three test cylinders according to AASHTO T 23 or AASHTO R 39, in 6 inch by 12 inch or 4 inch by 8 inch single use plastic molds. Test at 28 days according to AASHTO T 22.

**(2) Flexural Strength Tests** - For each paving concrete trial batch, cast and cure at least three flexural beams according to AASHTO T 23 or AASHTO R 39. Test flexural beams at 28 days according to AASHTO T 97.

**(3) Length Change Tests** - For all HPC and SFC mix designs, except for precast bridge rail elements, make at least three specimens from the trial batch for length change testing. Sample prisms shall have a square, 4 inch by 4 inch cross section. Wet cure the samples until they have reached an age of 28 days, including the period in the molds. Store and measure samples according to ASTM C157, Section 11.1.2. Report length change results at 28 days.

**(4) Permeability Tests** - For alternate HPC mix designs, make at least three specimens from the trial batch for permeability testing. Prepare, cure, dry and test according to AASHTO T 277. Report permeability in coulombs at 90 days.

**02001.32(d) Length Change Tests** - Delete this subsection.

**02001.32(e) Permeability Tests** - Delete this subsection.

**02001.33 Required Over Design Strength ( $f'_{cr}$ ) for New Mix Designs** - Delete this subsection.

**02001.34(a) Length Change Tests** - Delete this subsection.

**02001.34(b) Permeability Tests** – Delete this subsection.

**02001.35 Required Submittals for Mix Designs** - Replace this entire subsection with the following subsection:

**02001.35 Required Submittals for Mix Designs** - Submit the following information for each concrete mix design:

**(a) Supplier's Information** - Provide the supplier's unique mix design identification number and batch plant location.

**(b) Mix Design Constituent Proportions:**

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

**(c) Aggregates** - Identify the Aggregate source by the ODOT source number. Report current values of the following:

Bulk specific gravities (SSD)

Fine Aggregate absorptions

Coarse Aggregate absorptions

Dry-rodded density of coarse Aggregates

Average stockpile gradations

Fineness modulus of sand used in the mix design calculations

**(d) Cement** - For each cement used, provide the following:

Manufacturer  
Brand name  
Type  
Source or location plant  
QPL product number

**(e) SCM** - For each SCM used, provide the following:

Manufacturer  
Brand name  
Source  
Class  
QPL product number

**(f) Concrete Modifiers** - For each concrete modifier used, provide the following:

Manufacturer  
Brand name  
QPL product number

**(g) Admixtures** - For each admixture used, identify the following:

Manufacturer  
Brand name  
Design dosage rate  
QPL product number

**(h) Synthetic Fiber Reinforcing** - For each synthetic fiber reinforcing used, provide:

Manufacturer  
Brand name  
Design dosage rate  
QPL product number

**(i) Water** - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

**(j) Plastic Concrete Tests** - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.

- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

**(k) Compressive Strength Test Results** - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

**(l) Strength Analysis** - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.20(a).

**(m) Quality Control Personnel** - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

**02001.37 Trial Batch Costs** – Delete this subsection.

## END SECTION

### SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

**02050.10 Liquid Compounds** - Delete the paragraph that begins “Furnish liquid membrane-forming curing...” with the following paragraph:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309.

Delete the paragraph that begins “Before using liquid compounds, submit...”.

**02050.20 Polyethylene Films** - Delete the paragraph that begins “Furnish clear or white...” with the following paragraph:

Furnish clear or white polyethylene films for curing concrete meeting the requirements of ASTM C171.

## END SECTION

### SECTION 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

**002080.00 Scope** - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

**02080.30 Keyway Grout** – Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

**02080.60 Structural Grout** - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

**02080.70 UHPC Grout** - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

## END SECTION

### SECTION 02190 – PRESERVATIVE TREATMENT OF TIMBER

Comply with Section 02190 of the Standard Specifications modified as follows:

**02190.20 Drying After Treatment** – Replace the sentence that begins “When using waterborne preservatives...” with the following sentence:

When using waterborne preservatives, dry items according to AWPA T1, Section 7.

**02190.30 Field Treatment** – Replace this subsection, except for the subsection number and title, with the following:

Field-treat cuts, abrasions, bolt holes, drilled surfaces or any other damaged wood surfaces according to AWPA M4, Section 6 with a preservative from the QPL.

## END SECTION

### SECTION 02440 - JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

**02440.19 Steel Bridging Plate** - Replace this subsection, except for the subsection number and title, with the following:

Furnish ASTM A36 steel bridging plate with a minimum thickness of 1/4 inch and a width of 8 inches, cut in lengths of 4 to 8 feet. Drill spike holes at 12 inch centers along the centerline of the plate.

**02440.20 Preformed Joint Seal** - Replace this subsection, except for the subsection number, with the following:

**02440.20 Strip Seal** - Furnish strip seals from the QPL and conforming to ASTM D5973.

Add the following subsection:

**02440.22 Preformed Compression Joint Seal** - Furnish preformed compression joint seals from the QPL and conforming to the requirements of AASHTO M 297.

**02440.30 Hot Poured Joint Filler** - Replace this subsection with the following subsection:

**02440.30 Hot Applied Joint Sealant**-Furnish hot applied joint sealant from the QPL and conforming to the requirements of ASTM D6690, Type II.

**02440.40 Gaskets for Concrete Pipe and Precast Manhole Section Joints** - Replace this subsection, except for the subsection number and title, with the following:

**(a) Preformed Flexible Joint Sealant** - Furnish Materials for tongue and groove or key lock manhole joints conforming to the requirements of ASTM C990.

**(b) Rubber Gaskets** - Furnish Materials for O-ring manhole and concrete pipe joints conforming to ASTM C443.

**02440.70(b) Rubber** - Replace this subsection, except for the subsection number and title, with the following:

Provide rubber water stops to the dimension shown and conforming to the requirements of ASTM C923, ASTM C1478, or ASTM F2510 as appropriate for the specific structure and pipe types.

**END SECTION**

**SECTION 02450 – MANHOLE AND INLET MATERIALS**

Comply with Section 02450 of the Standard Specifications modified as follows:

**02450.30 Metal Frames, Covers, Grates, and Ladders** - Replace this subsection with the following subsection:

**02450.30 Metal Frames, Covers, Grates, and Steps** – Comply with the following:

| Item                      | Projects on State Highways   |            |
|---------------------------|------------------------------|------------|
|                           | AASHTO (ASTM)<br>Designation | Grade      |
| Manhole frames and covers | M 306                        | Class 35 B |
| Inlet frames and grates   | M 306                        | Class 35 B |
|                           | M 227 (A663)                 | 65         |
|                           | M 270 (A709) (A36)           | 36         |
|                           | M 103 (A27)                  | 65 - 35    |

| <b>All Other Projects</b> |                                      |              |
|---------------------------|--------------------------------------|--------------|
| <b>Item</b>               | <b>AASHTO (ASTM)<br/>Designation</b> | <b>Grade</b> |
| Manhole frames and covers | M 105                                | Class 30 B   |
| Inlet frames and grates   | M 227 (A663)                         | 65           |
|                           | M 270 (A709) (A36)                   | 36           |
|                           | M 103 (A27)                          | 65 - 35      |

Fabricate steps for manholes from structural steel having a minimum yield strength of 28,000 psi and galvanized according to AASHTO M 111 (ASTM A123).

Steps for manholes shall be steel-reinforced plastic conforming to AASHTO M 199 (ASTM C478) and AASHTO T 280 (ASTM C497). The steel shall be deformed reinforcing bar conforming to AASHTO M 31 (ASTM A615) Grade 60, No. 4 minimum. The plastic material surrounding the reinforcing steel bar shall be injection molded, with a textured, non-slip surface and a minimum thickness over the steel of 1/16 inch. Voids in the plastic will be cause for rejection of the step.

Welding shall conform to AWS D1.1. Frames, covers and grates for use one with another shall have even and uniform bearings. Miscellaneous metal items and hardware shall conform to the appropriate requirements of Section 00560.

### **END SECTION**

### **SECTION 02640 - SHOULDER AGGREGATE**

Comply with Section 02640 of the Standard Specifications modified as follows:

**02640.10 Dense-Graded Aggregate** – Modify this section as follows:

Use 1 ½" – 0 column in Table 02630-1 for the specified gradation.

### **END SECTION**

### **SECTION 02690 - PCC AGGREGATES**

Replace Section 02690 of the Standard Specifications with the following Section 02690:

### **SECTION 02690 - PCC AGGREGATES**

#### **Description**

**02690.00 Scope** - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

**02690.01 Definitions:**

**Coating** - Foreign or deleterious substances found adhering to the aggregate particles.

**Detrimental Materials** - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

**Nominal Maximum Size Of Aggregate** - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

**Materials**

**02690.10 Materials** - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

**02690.11 Alternate Grading** - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

**02690.12 Acceptance of Aggregate** - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

**(a) Aggregate Gradation** - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

**(b) Non-specification Aggregate Gradation** - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

**02690.20 Coarse Aggregate:**

**(a) Harmful Substances** - Harmful substances shall not exceed the following limits:

| Test                           | Test Method |        | Percent<br>(by Weight) |
|--------------------------------|-------------|--------|------------------------|
|                                | ODOT        | AASHTO |                        |
| Lightweight Pieces             | –           | T 113  | 1.0                    |
| Material passing No. 200 sieve | –           | T 11   | 1.0                    |
| Wood Particles                 | TM 225      | –      | 0.05                   |

**(b) Soundness** - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

**(c) Durability** - Coarse aggregates shall meet the following durability requirements:

| Test  | Test Method |        | Requirements |
|---|-------------|--------|--------------|
|   | ODOT        | AASHTO |              |
| Abrasion  | –           | T 96   | 30.0% Max.   |
| Oregon Air Aggregate Degradation:<br>Passing No. 20 sieve | TM 208      | –      | 30.0% Max.   |
| Sediment Height   | TM 208      | –      | 3.0" Max.    |

**(d) PCC Paving Aggregate** - In addition to requirements above, comply with the following:

**(1) Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

**(2) Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

**(e) Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

**(1)** Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

**Table 02690-1**

| Maximum Nominal Size of Aggregates | Separated Sizes              |
|------------------------------------|------------------------------|
| 1"                                 | 1" - No. 4                   |
| 3/4"                               | 3/4" - No. 4                 |
| 3/4"                               | 3/4" - 1/2" and 1/2" - No. 4 |
| 3/4"                               | 3/4" - 3/8" and 3/8" - No. 4 |

**(2)** The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

**Table 02690-2  
Separated Sizes**

| Sieve Size                         | 1" - No. 4 | 3/4" - No. 4 | 3/4" - 1/2" | 3/4" - 3/8" | 1/2" - No. 4 | 3/8" - No. 4 |
|------------------------------------|------------|--------------|-------------|-------------|--------------|--------------|
| <b>Percent Passing (by Weight)</b> |            |              |             |             |              |              |
| 1 1/2"                             | 100        | —            | —           | —           | —            | —            |
| 1"                                 | 90 - 100   | 100          | 100         | 100         | —            | —            |
| 3/4"                               | 50 - 80    | 90 - 100     | 85 - 100    | 85 - 100    | 100          | 100          |
| 1/2"                               | —          | —            | 0 - 15      | —           | 85 - 100     | —            |
| 3/8"                               | 15 - 40    | 20 - 50      | —           | 0 - 15      | 35 - 65      | 85 - 100     |
| No. 4                              | 0 - 10     | 0 - 10       | —           | —           | 0 - 15       | 0 - 15       |
| No. 200                            | *          | *            | *           | *           | *            | *            |

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**(f) Grading and Separation by Sizes for Other Concrete** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-3  
Gradation of Coarse Aggregates**

| Sieve Size                         | Combined*      | Separated     | Separated  | Separated   |
|------------------------------------|----------------|---------------|------------|-------------|
|                                    | Sizes          | Sizes         | Sizes      | Sizes       |
|                                    | 1 1/2" - No. 4 | 1 1/2" - 3/4" | 1" - No. 4 | 3/4" - 1/2" |
| <b>Percent Passing (by Weight)</b> |                |               |            |             |
| 2"                                 | 100            | 100           | —          | —           |
| 1 1/2"                             | 90 - 100       | 90 - 100      | 100        | —           |
| 1"                                 | 70 - 89        | 20 - 55       | 90 - 100   | 100         |
| 3/4"                               | 35 - 70        | 0 - 15        | —          | 85 - 100    |
| 1/2"                               | —              | —             | 25 - 60    | 0 - 15      |
| 3/8"                               | 10 - 30        | 0 - 5         | —          | —           |
| No. 4                              | 0 - 5          | —             | 0 - 10     | —           |
| No. 8                              | —              | —             | 0 - 5      | —           |
| No. 200                            | **             | **            | **         | **          |

\* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

\*\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

| Sieve Size | Separated Sizes             | Separated or Combined Sizes | Separated Sizes | Separated Sizes |
|------------|-----------------------------|-----------------------------|-----------------|-----------------|
|            | 3/4" - 3/8"                 | 3/4" - No. 4                | 1/2" - No. 4    | 3/8" - No. 8    |
|            | Percent Passing (by Weight) |                             |                 |                 |
| 1"         | 100                         | 100                         | —               | —               |
| 3/4"       | 90 - 100                    | 90 - 100                    | 100             | —               |
| 1/2"       | 20 - 55                     | —                           | 90 - 100        | 100             |
| 3/8"       | 0 - 15                      | 20 - 55                     | 40 - 70         | 85 - 100        |
| No. 4      | 0 - 5                       | 0 - 10                      | 0 - 15          | 10 - 30         |
| No. 8      | —                           | 0 - 5                       | 0 - 5           | 0 - 10          |
| No. 16     | —                           | —                           | —               | 0 - 5           |
| No. 200    | *                           | *                           | *               | *               |

\* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

**02690.30 Fine Aggregates:**

**(a) Different Sources** - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

**(b) Harmful Substances** - The amount of harmful substances shall not exceed the following limits:

| Test                           | Test Method (AASHTO) | Percent (by Weight) |
|--------------------------------|----------------------|---------------------|
| Lightweight Pieces             | T 113                | 2.0%                |
| Material passing No. 200 sieve | T 11                 | 3.0%                |

**(c) Soundness** - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

**(d) Organic Impurities** - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

**(e) Sand Equivalent** - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

**(f) Sand for Mortar** - Sand for mortar shall conform to the requirements of this Section.

**(g) Grading** - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

**Table 02690-5**  
**Gradation of Fine Aggregate\***

| <b>Sieve Size</b> | <b>Percent Passing (by Weight)</b> |
|-------------------|------------------------------------|
| 3/8"              | 100                                |
| No. 4             | 90 - 100                           |
| No. 8             | 70 - 100                           |
| No. 16            | 50 - 85                            |
| No. 30            | 25 - 60                            |
| No. 50            | 5 - 30                             |
| No. 100           | 0 - 10                             |
| No. 200           | **                                 |

\* Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.

\*\* See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

## END SECTION

### SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

**02910.20 Reflective and Retroreflective Sheeting** - Replace the title of this subsection with **"Retroreflective Sheeting"**

**02910.20(a) General** - Replace the paragraph that begins "Use retroreflective sheeting Type..." with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

**02910.32(b) Retroreflective Sheeting Legend** – Replace the paragraph that begins "The Silver-white or white letters..." with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

**02910.40 Hardware** - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

**02910.75(a) Warranty Period** – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

**02910.75(b) Failure** – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

**02910.75(c) Remedy** – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

**END OF SECTION**



P:\15\15044 CLACKAMAS 2021 PAVING\500 DWG\501 PLAN SHEETS\501.2 THIESSEN & ARISTA PACKAGE\GENERAL NOTES & LEGEND.DWG 4/22/2021 12:20 PM

**GENERAL NOTES:**

- ASPHALT AND AGGREGATE APPROACHES ON PLANS ARE VISUAL FOR ESTIMATING PURPOSES ONLY. APPROACHES SHALL BE BUILT PER THE INSPECTOR'S FIELD LAYOUT. INSPECTOR WILL LAYOUT APPROACHES AFTER MAIN LINE PAVING HAS BEEN COMPLETED.
- COORDINATE VALVE, MANHOLES AND UTILITY VAULT/BOX ADJUSTMENTS WITH UTILITIES.
- PAVE DRIVEWAY TRANSITIONS. DEPTH, WIDTH AND LENGTH (2'-25') WILL VARY. LIMITS TO BE DETERMINED BY ENGINEER AFTER WEARING COURSE APPLIED.
- CONTRACTOR TO RESTORE SHOULDER WIDTH AS DEEMED NECESSARY BY THE INSPECTOR, SEE DETAIL.
- ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND THE APPLICABLE PROVISIONS OF THE CLACKAMAS COUNTY ROADWAY STANDARDS.
- IN ORDER TO PROTECT UNDERGROUND FACILITIES, EXCAVATORS PERFORMING THE WORK SET FORTH ON THESE PLANS MUST COMPLY WITH THE PROVISIONS OF ORS 757.557 (REQUIRES CONTRACTOR TO NOTIFY THE OREGON UTILITY NOTIFICATION CENTER AT LEAST 48 HOURS, BUT NO MORE THAN 10 BUSINESS DAYS, PRIOR TO ANY EXCAVATION).
- THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS IS APPROXIMATE AND SHOWN FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER AND DTD TRANSPORTATION MAINTENANCE OF ANY DISCREPANCIES PRIOR TO INITIATING THE CONSTRUCTION OF THE FACILITIES.
- THE CONTRACTOR SHALL CONTROL TRAFFIC THROUGH THE PROJECT SITE IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, AND OREGON SUPPLEMENTS. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN LOCAL ACCESS FOR EMERGENCY VEHICLES, BUSINESSES, BUSES, AND HOMEOWNERS ALONG THE PROJECT SITE.
- WHEN TRAFFIC DELAYS ARE TO BE EXPECTED, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE AGENCIES, INCLUDING TRIMET, SCHOOL DISTRICT, EMERGENCY SERVICES, AND LOCAL BUSINESSES.
- THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING THE CONSTRUCTION PHASES.
- FINAL CLEANUP – PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN THE WORK SITE AND ADJACENT AREAS OF ANY DEBRIS, DISCARDED ACP, CONCRETE OR OTHER ITEMS DEPOSITED BY THE CONTRACTOR'S PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO RESTORE ALL SURFACES DISTURBED BY RELATED CONSTRUCTION ACTIVITIES.
- INSTALL SIX SETS (2 SIGNS PER SET) OF PROJECT SIGNS PRIOR TO COMMENCING WITH WORK. MOUNT BOTH SIGNS TO SINGLE WOOD SUPPORT. INSTALL ONE SET AT EACH END OF EACH ROADWAY. COORDINATE FINAL LOCATION WITH INSPECTOR. SEE PROJECT SIGN DETAILS, THIS SHEET.

**SURVEY NOTES:**

- VERTICAL DATUM: NAVD88 UTILIZING GPS POSITIONING TIED TO THE ORGN WITH REAL TIME CORRECTORS REFERENCED TO DATUM NAD83 (2011) EPOCH 2010.00. THIS DATUM REALIZATION WAS VERIFIED THROUGH DIRECT OBSERVATION TO NGS CONTROL POINT Q723 HAVING A POINT IDENTIFICATION OF RD1491. THIS POINT IS DESCRIBED AS A STAINLESS STEEL ROD WITH SLEEVE NEAR THE INTERSECTION OF STATE HIGHWAY 224 AND LAKE ROAD. THE ELEVATION OF THIS POINT IS PUBLISHED AS 31.131 METERS (102.14 FEET) AND WAS ESTABLISHED BY NGS THROUGH DIFFERENTIAL LEVELING AND ADJUSTED BY THE NATIONAL GEODETIC SURVEY IN JUNE 1991, AND HAS A VERTICAL ORDER OF FIRST CLASS II.
- HORIZONTAL DATUM: GPS OBSERVATIONS TIED TO THE OREGON REAL-TIME GNSS NETWORK (ORGN). OREGON COORDINATE REFERENCE SYSTEM ,PORTLAND ZONE, NAD '83 (2011) (EPOCH 2010.00).

**RIGHT-OF-WAY REPRESENTATION:**

- ALL LINE-WORK SHOWN RELATING PROPERTY BOUNDARY TO SCAN DATA IS FOR GRAPHICAL REPRESENTATION ONLY. ANY APPARENT DISCREPANCIES BETWEEN SAID DATA WILL REQUIRE FIELD VERIFICATION THROUGH A PROPER RIGHT-OF-WAY RESOLUTION.

**DETAILED TRAFFIC CONTROL/PHASING NOTES:**

GENERAL: CONTRACTOR SHALL FOLLOW AN APPROVED PHASING PLAN FOR EACH PROJECT AREA THAT MEETS THE MINIMUM REQUIREMENTS AS SET FORTH IN THE CONTRACT DOCUMENTS. ANY PROPOSED PHASING THAT CONFLICTS WITH REQUIREMENTS NOTED BELOW OR ELSEWHERE IN THE CONTRACT DOCUMENTS, SHALL BE APPROVED IN WRITING BY THE CITY PRIOR TO BEGINNING WORK.

- CONTRACTOR SHALL PHASE WORK TO LIMIT THE DURATION OF TIME THAT TRAFFIC IS EXPOSED TO A MILLED SURFACE TO A MAXIMUM OF 3 CALENDAR DAYS.
- CONTRACTOR SHALL PHASE AND COORDINATE CONSTRUCTION TO MINIMIZE DELAYS AND IMPACTS TO PUBLIC TRAFFIC, PUBLIC SERVICES (GARBAGE, MAIL, ETC) AND PROPERTY ACCESS.
- ALL ROADS WITHIN WORK ZONES MAY BE CLOSED TO THRU TRAFFIC DURING WORK HOURS BUT SHALL REMAIN ACCESSIBLE TO RESIDENTS, BUSINESSES AND SERVICES AT ALL TIMES. CONTRACTOR SHALL PHASE THE WORK SO 2-WAY TRAFFIC IS MAINTAINED OUTSIDE OF WORK HOURS. ACCESS TO SIDE SIDE STREETS SHALL BE MAINTAINED AT ALL TIMES.
- CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN FOR EACH PROJECT SITE CONFORMING TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MUTCD AND THESE CONTRACT DOCUMENTS.

**ODOT STANDARD DRAWINGS**

- RD100
- RD101
- RD 610
- RD 615
- RD 701
- RD 1005
- RD 1010
- RD 1032
- TM 500-503
- TM 515
- TM 517
- TM 530
- TM 531
- TM 560
- TM 561
- TM 800
- TM 810
- TM 820
- TM 821
- TM 840
- TM 841
- TM 842
- TM 850

**COUNTY ROADWAY STANDARD DRAWINGS**

- D500
- M100
- M150
- S100
- S150

**LEGEND**

- 12345 EXISTING PROPERTY ADDRESS
- EXISTING ROW/PROPERTY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING CONCRETE
- EXISTING GRAVEL
- ⊙ EXISTING SANITARY MANHOLE
- ⊙ EXISTING STORM MANHOLE
- ⊞ EXISTING CATCH BASIN
- ⊙ EXISTING AREA DRAIN
- ⊞ EXISTING FIRE HYDRANT
- ⊙ EXISTING WATER METER
- ⊞ EXISTING WATER VALVE
- ⊞ EXISTING GAS VALVE
- ⊙ EXISTING CLEANOUT
- ⊞ EXISTING POWER VAULT
- ⊙ EXISTING UTILITY POLE
- ⊞ EXISTING MAILBOX
- EXISTING MONUMENT
- ⊞ EXISTING SIGN
- > - > - EXISTING DITCH
- - - - - PROPOSED SAWCUT



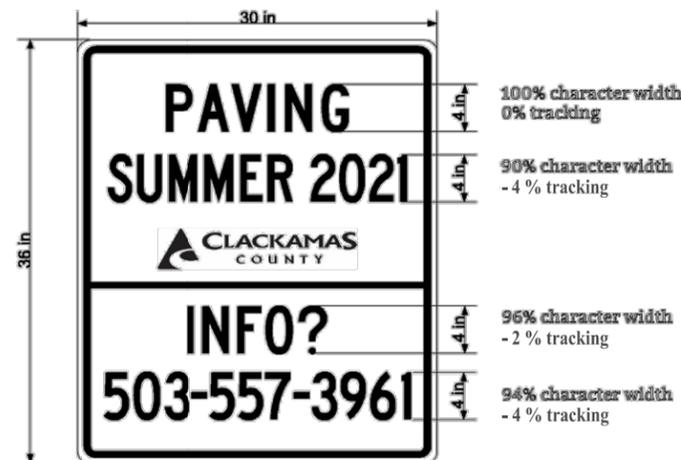
**NOTES:**

- SIGN TO BE PLACED AT EACH DRIVEWAY APPROACH WHEN PILOT CAR IS USED.
- SIGN SHALL CONFORM TO ODOT DRAWING CR4-20 OR CR4-20A.

**PILOT CAR SIGN**

NTS

**PAVING SIGN**



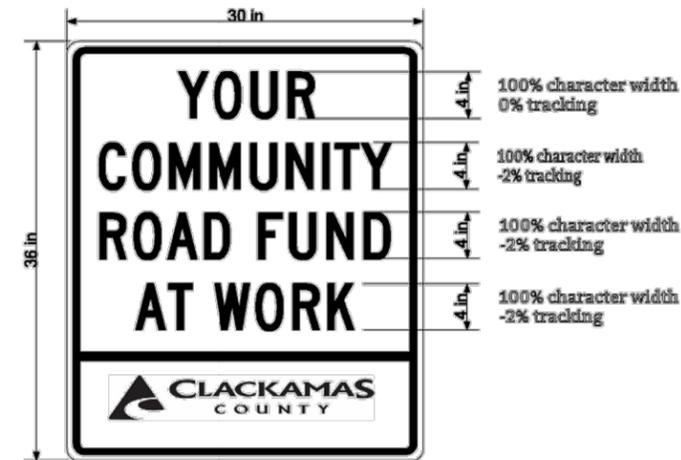
**PROJECT SIGNS DETAIL**

NTS

**SIGN NOTES:**

- SIGNS TO BE ORANGE BACKGROUND WITH BLACK LETTERING AND BORDERS.
- TEXT FONT TO BE FHWA C.
- COUNTY LOGO TO COMPLY WITH SPECIFICATIONS IN THE COUNTY BRAND GUIDE: [HTTP://WEB1.CLACKAMAS.US/PGA/LOGO.HTML#GUIDE](http://web1.clackamas.us/pga/logo.html#guide)

**COMMUNITY ROAD FUND SIGN**



EXPIRES: 06/30/2022

**GENERAL NOTES & LEGEND**

ARISTA AREA  
PAVING PACKAGE

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



DIRECTOR

DAN JOHNSON

DESIGNED BY: WW  
DRAFTED BY: TB/CK  
CHECKED BY: DB

**REVISIONS**

| NO. | DATE: | DESCRIPTION: |
|-----|-------|--------------|
|     |       |              |
|     |       |              |
|     |       |              |

Sheet No.

2

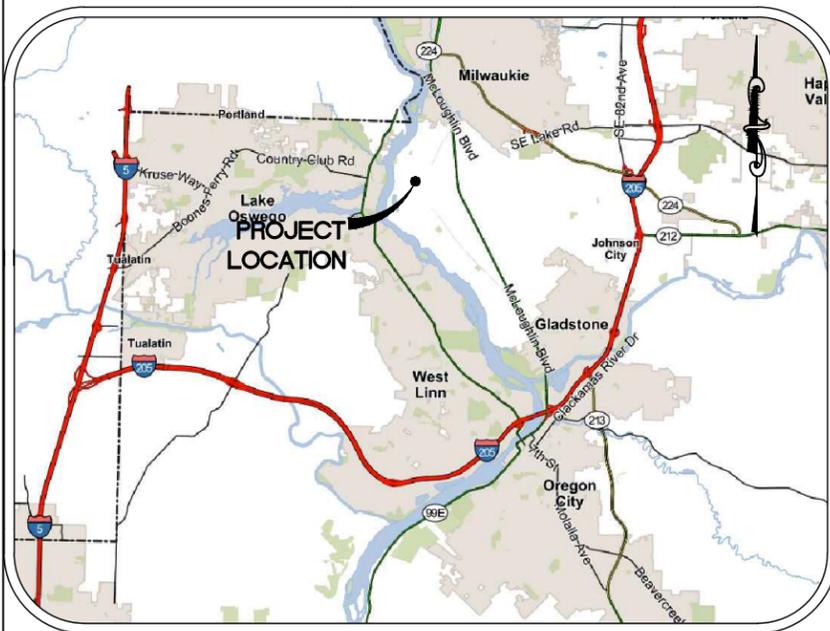
PROJECT NO.: C1-3-22308

DATE: 4/2021

# ARISTA AREA PAVING PACKAGE - EROSION CONTROL AND SEDIMENT CONTROL PLAN



**SITE MAP** NTS



**VICINITY MAP** NTS

**INSPECTION FREQUENCY:**

| SITE CONDITION   | MINIMUM FREQUENCY   |
|--|---|
| 1. ACTIVE PERIOD   | WEEKLY WHEN STORMWATER RUNOFF, INCLUDING RUNOFF FROM SNOW MELT, IS OCCURRING.<br><br>AT LEAST ONCE EVERY MONTH, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING. |
| 2. PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY. | ONCE TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING ORDER. ANY NECESSARY MAINTENANCE AND REPAIR MUST BE MADE PRIOR TO LEAVING THE SITE.          |
| 3. INACTIVE PERIODS GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS.              | ONCE EVERY TWO (2) WEEKS.   |
| 4. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.         | IF PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION.   |
| 5. PERIODS DURING WHICH DISCHARGE IS UNLIKELY DUE TO FROZEN CONDITIONS.            | MONTHLY. RESUME MONITORING IMMEDIATELY UPON MELT, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.  |

**DEVELOPER**

DEVELOPER/COMPANY: CLACKAMAS COUNTY  
CONTACT: VINCE HALL  
902 ABERNATHY ROAD  
OREGON CITY, OR 97045  
PHONE: 503-650-3210

**PLANNING / ENGINEERING / SURVEYING FIRM**

WALLIS ENGINEERING  
CONTACT: WES WEGNER  
215 W 4TH ST #200, VANCOUVER, WA 98660  
PHONE: 360-695-7041  
FAX: 360-694-1043

**NARRATIVE DESCRIPTIONS**

**EXISTING SITE CONDITIONS**

\* The existing project site consists of asphalt pavement adjacent to multiple residential tax lots. Trees and other vegetation are present near roadways.

**DEVELOPED CONDITIONS**

\*Arista Area improvements include asphalt grinding and asphalt overlays.

**NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE**

- \* CLEARING (NONE ANTICIPATED)
- \* MASS GRADING (DATES, FROM & TO: TBD)
- \* UTILITY INSTALLATION (NONE ANTICIPATED)
- \* STREET CONSTRUCTION (DATES, FROM & TO: TBD)
- \* FINAL STABILIZATION (DATES, FROM & TO: TBD)

TOTAL SITE AREA = 89,361 SF = 2.1 ACRES

TOTAL DISTURBED AREA = 89,361 SF = 2.1 ACRES

**SITE SOIL CLASSIFICATION:**

- 1A - ALOHA SILT LOAM, 0 TO 3 PERCENT SLOPES
- 7B8 - SAUM SILT LOAM, 3 TO 8 PERCENT SLOPES
- 91B - WOODBURN SILT LOAM, 3 TO 8 PERCENT SLOPES
- 2225A - HUBERLY SILT LOAM, 0 TO 3 PERCENT SLOPES

ON-SITE SOILS HAVE A MODERATE TO HIGH EROSION POTENTIAL. NO FILL MATERIAL IS ANTICIPATED.

**RECEIVING WATER BODIES:**

NEAREST WATER BODY:

ARISTA AREA - WILLAMETTE RIVER AND TRIBUTARIES

**PROJECT LOCATION:**

NEAR THE CITY OF MILWAUKIE, CLACKAMAS COUNTY, OREGON  
LATITUDE = 45°24'54.90"  
LONGITUDE = 122°36'25.50"

**PROPERTY DESCRIPTION:**

MULTIPLE COUNTY ROADWAYS LOCATED IN SECTIONS 1,2, AND 11, TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON

- \* HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE INSPECTOR TO DISCUSS EROSION AND SEDIMENT CONTROL MEASURES AND CONSTRUCTION LIMITS.
- \* ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS.
- \* INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS.
- \* RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. DURING INACTIVE PERIODS OF GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS, RETAIN THE ESCP AT THE CONSTRUCTION SITE OR AT ANOTHER LOCATION.

**STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES:**

- HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION PERSONNEL THAT INCLUDES THE INSPECTOR TO DISCUSS EROSION AND SEDIMENT CONTROL MEASURES AND CONSTRUCTION LIMITS. (SCHEDULE A.8.C.1.(3))
- ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SCHEDULE A.12.B AND SCHEDULE 8.1)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SCHEDULE 8.1.C AND 8.2)
- RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. DURING INACTIVE PERIODS OF GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS, THE ABOVE RECORDS MUST BE RETAINED BY THE PERMIT REGISTRANT BUT DO NOT NEED TO BE AT THE CONSTRUCTION SITE. (SCHEDULE 8.2.C)
- ALL PERMIT REGISTRANTS MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SCHEDULE A.8.A)
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SCHEDULE A.12.C.1)
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SCHEDULE A.12.C.IV. AND V)
- PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SCHEDULE A.7.A.111)
- IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SCHEDULE A.8.C.1.(1) AND (2))
- PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SCHEDULE A.7.A.V)
- MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FOOT OF WATERS OF THE STATE. (SCHEDULE A.7.8.1 AND (2)(A)(B))
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SCHEDULE A.8.C.1.(5))
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SCHEDULE A.7.C)
- CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SCHEDULE A.7.D.1)
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SCHEDULE A.8.C.1.(6))
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATIONS MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SCHEDULE A.8.C.11.(3))
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SCHEDULE A.8.C.1.(7))
- PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPs SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPs MUST BE IN PLACE PRIOR TO LAND DISTURBING ACTIVITIES. (SCHEDULE A.7.D.11 AND A.8.C.1.(4))
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SCHEDULE A.7.D.11.(5))
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SCHEDULE A.6)
- USE BMPs TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SCHEDULE A.7.E.1.(2))
- IMPLEMENT THE FOLLOWING BMPs WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SCHEDULE A.7.E.1.11)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL (SCHEDULE A.7.A.IV)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SCHEDULE A.9.B.111)
- IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN PLAN APPROVAL BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SCHEDULE A.9.D)
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SCHEDULE A.7.8)
- AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPs MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SCHEDULE A.7.E.11.(2))
- CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND BARE GROUND ACTIVITIES DURING WET WEATHER. (SCHEDULE A.7.A.I)
- SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL (SCHEDULE A.9.C.1)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SCHEDULE A.9.C.1)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SCHEDULE A.9.C.111 & IV)
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A REOCCURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DIVISION OF STATE LANDS REQUIRED TIMEFRAME. (SCHEDULE A.9.B.1)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SCHEDULE A.9.B.11)
- THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER. TEMPORARY SEEDING, OR OTHER METHOD SHOULD ALLOW CONSTRUCTION ACTIVITIES CEASE FOR 30 DAYS OR MORE. (SCHEDULE A.7.F.I)
- PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SCHEDULE A.7.F.11)
- DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. DURING CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS. (SCHEDULE A.8.C.111(1) AND D.3.C.11 AND ILL)

THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS ESCP AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

**BMP MATRIX FOR CONSTRUCTION PHASES**

REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMP'S.

|                              | CLEARING | MASS GRADING | UTILITY INSTALLATION | STREET CONSTRUCTION | FINAL STABILIZATION | WET WEATHER (OCT. 1 - MAY 31ST) |
|------------------------------|----------|--------------|----------------------|---------------------|---------------------|---------------------------------|
| EROSION PREVENTION           |          |              |                      |                     |                     |                                 |
| PRESERVE NATURAL VEGETATION  |          |              |                      | X                   | X                   |                                 |
| GROUND COVER                 |          |              |                      |                     |                     |                                 |
| HYDRAULIC APPLICATIONS       |          |              |                      |                     |                     |                                 |
| PLASTIC SHEETING             |          |              |                      |                     |                     |                                 |
| MATTING                      |          |              |                      |                     |                     |                                 |
| DUST CONTROL                 |          |              |                      | X                   | X                   |                                 |
| TEMPORARY/ PERMANENT SEEDING |          |              |                      |                     |                     |                                 |
| BUFFER ZONE                  |          |              |                      | X                   | X                   |                                 |
| OTHER:                       |          |              |                      |                     |                     |                                 |
| SEDIMENT CONTROL             |          |              |                      |                     |                     |                                 |
| SEDIMENT FENCE (PERIMETER)   |          |              |                      |                     |                     |                                 |
| SEDIMENT FENCE (INTERIOR)    |          |              |                      | **X                 |                     |                                 |
| STRAW MATS                   |          |              |                      |                     |                     |                                 |
| FILTER BEAM                  |          |              |                      |                     |                     |                                 |
| INLET PROTECTION             |          |              |                      | **X                 |                     |                                 |
| DEWATERING                   |          |              |                      |                     |                     |                                 |
| NATURAL BUFFER ENDOACHMENT   |          |              |                      |                     |                     |                                 |
| OTHER:                       |          |              |                      |                     |                     |                                 |
| RUN OFF CONTROL              |          |              |                      |                     |                     |                                 |
| CONSTRUCTION ENTRANCE        |          |              |                      | **X                 |                     |                                 |
| HYDRAULIC APPLICATIONS       |          |              |                      |                     |                     |                                 |
| OUTLET PROTECTION            |          |              |                      |                     |                     |                                 |
| SURFACE ROUGHENING           |          |              |                      |                     |                     |                                 |
| CHECK DAMS                   |          |              |                      |                     |                     |                                 |
| OTHER:                       |          |              |                      |                     |                     |                                 |
| POLLUTION PREVENTION         |          |              |                      |                     |                     |                                 |
| PROPER SIGNAGE               |          |              |                      | X                   |                     |                                 |
| HAZ WASTE MGMT               |          |              |                      | X                   |                     |                                 |
| SPILL KIT ON-SITE            |          |              |                      | X                   |                     |                                 |
| CONCRETE WASHOUT AREA        |          |              |                      |                     |                     |                                 |
| OTHER:                       |          |              |                      |                     |                     |                                 |

\* SIGNIFIES ADDITIONAL BMP'S REQUIRED FOR WORK WITHIN 50' OF WATER OF THE STATE.  
\*\* SIGNIFIES BMP THAT WILL BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY.

**RATIONALE STATEMENT**

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMP'S WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS, AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

WMW  
INITIAL

**PERMITTEE'S SITE INSPECTOR:** JOHN SPARKS

COMPANY/AGENCY: CLACKAMAS COUNTY  
PHONE: 503-650-3235  
FAX:  
E-MAIL: JSparks@clackamas.us  
DESCRIPTION OF EXPERIENCE: EXPERIENCE MANAGING CAPITAL PROJECTS FOR THE COUNTY INCLUDING THE IMPLEMENTATION AND INSPECTION OF ESC PLANS.

**ATTENTION EXCAVATORS:**

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

| SHEET INDEX |   |
|-------------|---|
| 3           | ESC PLAN COVER SHEET                            |
| 4           | EROSION & SEDIMENT CONTROL DETAILS              |
| 5-9         | IMPROVEMENT PLANS WITH EROSION CONTROL MEASURES |



EXPIRES: 06/30/2022

ESC PLAN COVER SHEET

ARISTA AREA PAVING PACKAGE

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



DAN JOHNSON  
DIRECTOR

DESIGNED BY:  
WW

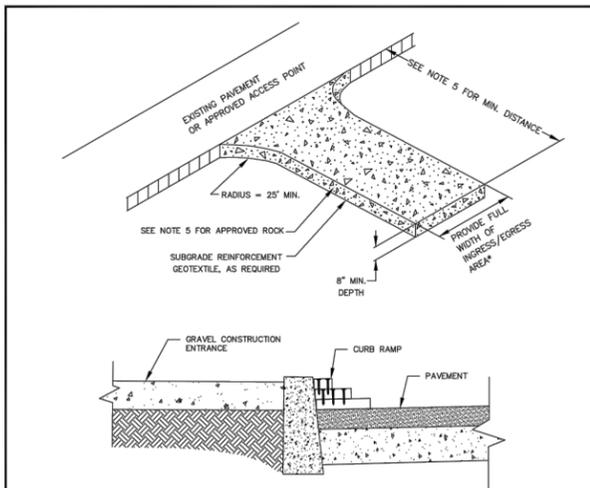
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REVISIONS

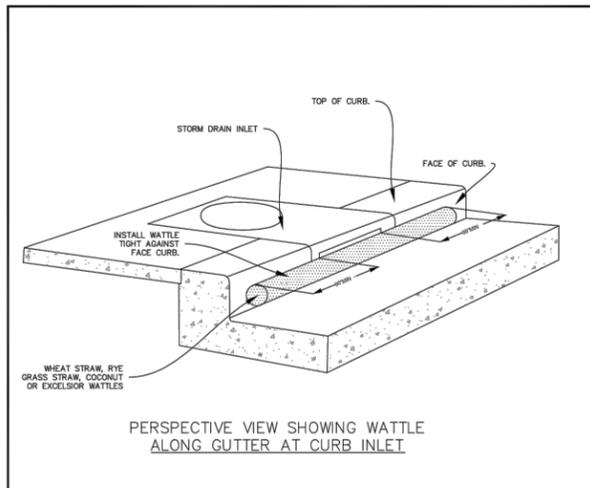
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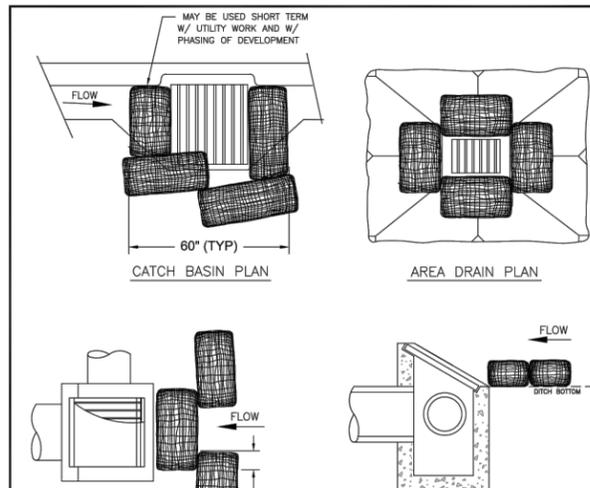
- NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
  4. WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
  5. DIMENSIONS:  
SINGLE FAMILY:  
20' LONG BY 20' WIDE 6" DEEP OF ¾" MINUS CLEAN ROCK.  
COMMERCIAL/SITE DEVELOPMENT:  
50' LONG BY 20' WIDE 3-6" CLEAN ROCK, GOVERNING AUTHORITY MAY REQUIRE GEOTEXTILE FABRIC TO PREVENT SUB-SOIL PUMPING.

|  |                                     |           |      |             |                                |
|--|-------------------------------------|-----------|------|-------------|--------------------------------|
|  | TIRE CLEANING CONSTRUCTION ENTRANCE |           |      | DRAWING NO. | 224                            |
|  | NO.                                 | REVISIONS | DATE | BY          | APPROVED                       |
|  | 1                                   |           |      |             |                                |
|  | 2                                   |           |      |             |                                |
|  |                                     |           |      |             | DATE: 02/18/2020<br>SCALE: N/A |



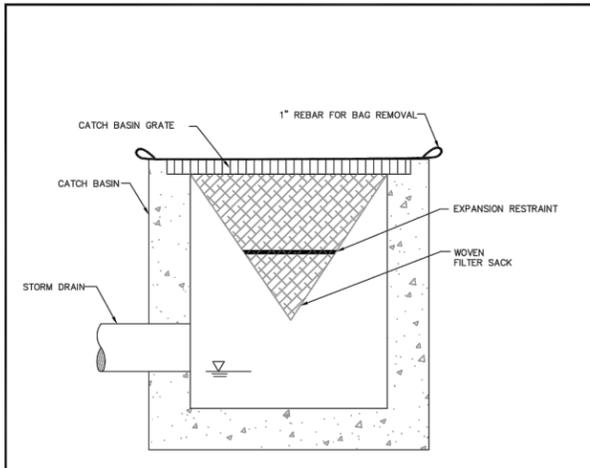
- NOTES:
1. ONLY ALLOWED USE OF APPLICATION IS ON CURB AND GUTTER INLETS.
  2. INSTALL WATTLE ALONG INLET WITH WATTLE EXTENDING A MIN OF 36" BEYOND INLET OPENINGS IN EACH DIRECTION.
  3. WATTLE MUST BE INSTALLED TIGHTLY AGAINST CURB. MAY REQUIRE ADDITIONAL MEASURES TO ENSURE WATTLE REMAINS TIGHT AGAINST CURB, SUCH AS USING ZIP TIES TO SECURE WATTLE TO INLET'S TRASH BARS OR USING SANDBAGS TO WEIGHT DOWN WATTLE.
  4. REPLACE WATTLE AS NECESSARY TO PREVENT SEDIMENT FROM ENTERING THE STORM SYSTEM.

|  |                         |           |      |             |                                |
|--|-------------------------|-----------|------|-------------|--------------------------------|
|  | INLET PROTECTION TYPE 1 |           |      | DRAWING NO. | 230                            |
|  | NO.                     | REVISIONS | DATE | BY          | APPROVED                       |
|  | 1                       |           |      |             |                                |
|  | 2                       |           |      |             |                                |
|  |                         |           |      |             | DATE: 02/18/2020<br>SCALE: N/A |



- NOTES:
1. ADDITIONAL MEASURES MUST BE CONSIDERED DEPENDING ON SOIL TYPES.
  2. BIO-FILTER BAGS SHOULD BE STAKED WHERE APPLICABLE USING TWO 1"x2" WOODEN STAKES OR APPROVED EQUAL PER BAG.
  3. WHEN USING 30" BIO-BAGS TO PROTECT A CATCH BASIN, USE FOUR BAGS OVERLAPPED BY 6 INCHES.

|  |                         |           |      |             |                                |
|--|-------------------------|-----------|------|-------------|--------------------------------|
|  | INLET PROTECTION TYPE 4 |           |      | DRAWING NO. | 234                            |
|  | NO.                     | REVISIONS | DATE | BY          | APPROVED                       |
|  | 1                       |           |      |             |                                |
|  | 2                       |           |      |             |                                |
|  |                         |           |      |             | DATE: 02/18/2020<br>SCALE: N/A |



CATCH BASIN INSERT

- NOTE:
1. RECESSED CURB INLET CATCH BASINS MUST BE BLOCKED WHEN USING FILTER FABRIC INLET SACKS. SIZE OF FILTER FABRIC INLET SACKS TO BE DETERMINED BY MANUFACTURER.

|  |                         |           |      |             |                                |
|--|-------------------------|-----------|------|-------------|--------------------------------|
|  | INLET PROTECTION TYPE 5 |           |      | DRAWING NO. | 236                            |
|  | NO.                     | REVISIONS | DATE | BY          | APPROVED                       |
|  | 1                       |           |      |             |                                |
|  | 2                       |           |      |             |                                |
|  |                         |           |      |             | DATE: 02/18/2020<br>SCALE: N/A |

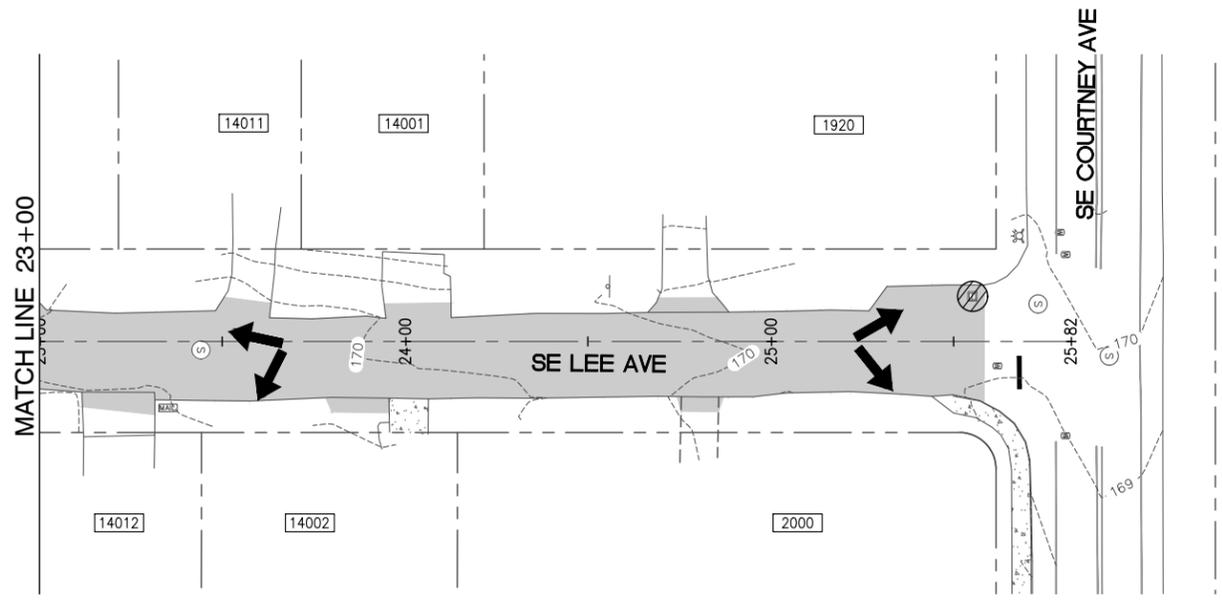
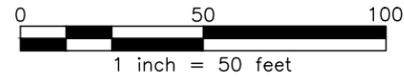
OAK LODGE WATER SERVICES DISTRICT  
EROSION CONTROL NOTES:

1. WHENEVER RAINFALL AND RUNOFF OCCUR, A KNOWLEDGEABLE AND EXPERIENCED PERSON IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS MUST PROVIDE DAILY INSPECTIONS OF BOTH THE CONTROLS AND PLACES WHERE WATER FLOWS OUT OF THE SITE. THIS PERSON SHALL WORKS FOR THE PERMITTEE.
2. CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND DURING THE WET WEATHER PERIOD, BETWEEN OCTOBER 1 AND MAY 31. ALL EXPOSED SOILS MUST BE COVERED AT END OF BUSINESS DAY DURING THE WET WEATHER PERIOD.
3. DURING THE WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORKDAY.
4. SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWNHILL SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
5. ALL INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
6. SIGNIFICANT AMOUNTS OF SEDIMENT THAT LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND EITHER PLACED BACK ON THE SITE AND STABILIZED OR DISPOSED OF PROPERLY. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF EROSION DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIME FRAME.
7. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
8. SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF ONE THIRD THE BARRIER HEIGHT AND PRIOR TO THE CONTROL MEASURE'S REMOVAL.
9. ALL STRUCTURES WITH SUMPS MUST BE CLEANED WHEN THE SEDIMENT RETENTION CAPACITY HAS REACHED 50% AND ALSO AT COMPLETION OF THE PROJECT.
10. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
11. THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, AND OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
12. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN THE RIPARIAN ZONE OF ANY WATERWAY.
13. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH CURRENT DISTRICT STANDARDS AND COUNTY, STATE, AND FEDERAL REGULATIONS.
14. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT. NOTE: VEGETATED CORRIDORS MUST BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
15. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE MINIMUM CONTROL MEASURES THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION WHERE INLETS ARE PRESENT. AS SOON AS LAND DISTURBING ACTIVITIES START, SOIL PILES MUST BE PROPERLY COVERED. ALL THESE MEASURES MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
16. IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE BEFORE SEPTEMBER 1.
17. WATERTIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPs; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
18. ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (SUCH AS FILTER BAGS).
19. THE EROSION AND SEDIMENT CONTROL PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
20. WRITTEN EROSION AND SEDIMENT CONTROL LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
21. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
22. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPs MUST BE USED, WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.



|   |  |                            |  |                         |
|---|--|----------------------------|--|-------------------------|
| EROSION & SEDIMENT CONTROL DETAILS  |  | ARISTA AREA PAVING PACKAGE |  | PROJECT NO.: C1-3-22308 |
| CLACKAMAS COUNTY DEPT. OF TRANSPORTATION AND DEVELOPMENT 150 BEAVERCREEK ROAD OREGON CITY, OR 97045 |  | DAN JOHNSON DIRECTOR       |  | DATE: 4/2021            |
| DESIGNED BY: WW   |  | DRAFTED BY: TB/CK          |  | CHECKED BY: DB          |
| NO. DATE:   |  | REVISIONS                  |  | Sheet No. 4             |





PLAN  
1"=50'



**EROSION CONTROL LEGEND**

- 3.30 ----- EXISTING CONTOUR
- ➔ DRAINAGE FLOW DIRECTION
- ⊘ PROPOSED INLET PROTECTION
- ▨ ASPHALT OVERLAY LIMITS, NO GROUND DISTURBANCE



| REVISIONS |       |
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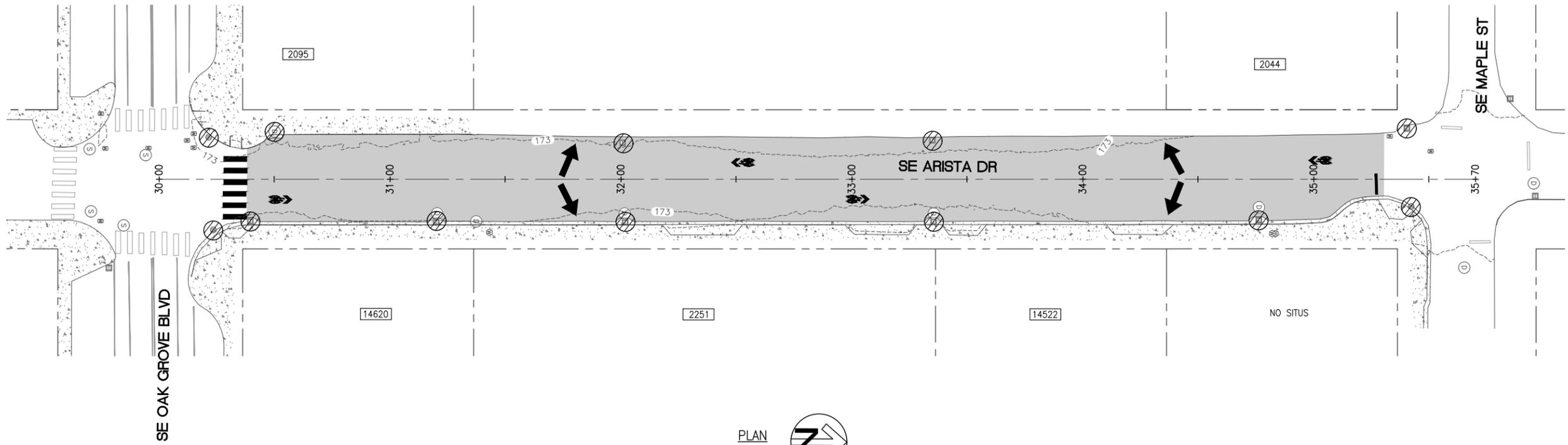
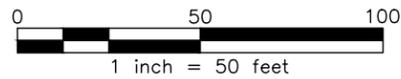
**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045

**DAN JOHNSON**  
 DIRECTOR

**SE LEE AVENUE ESCP II**

**ARISTA AREA  
 PAVING PACKAGE**

DATE: 4/2021 PROJECT NO.: CI-3-22308



PLAN  
1"=50'



**EROSION CONTROL LEGEND**

- 330----- EXISTING CONTOUR
- DRAINAGE FLOW DIRECTION
- PROPOSED INLET PROTECTION
- ASPHALT OVERLAY LIMITS,  
NO GROUND DISTURBANCE



**REVISIONS**

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Sheet No.  
7

DESIGNED BY:  
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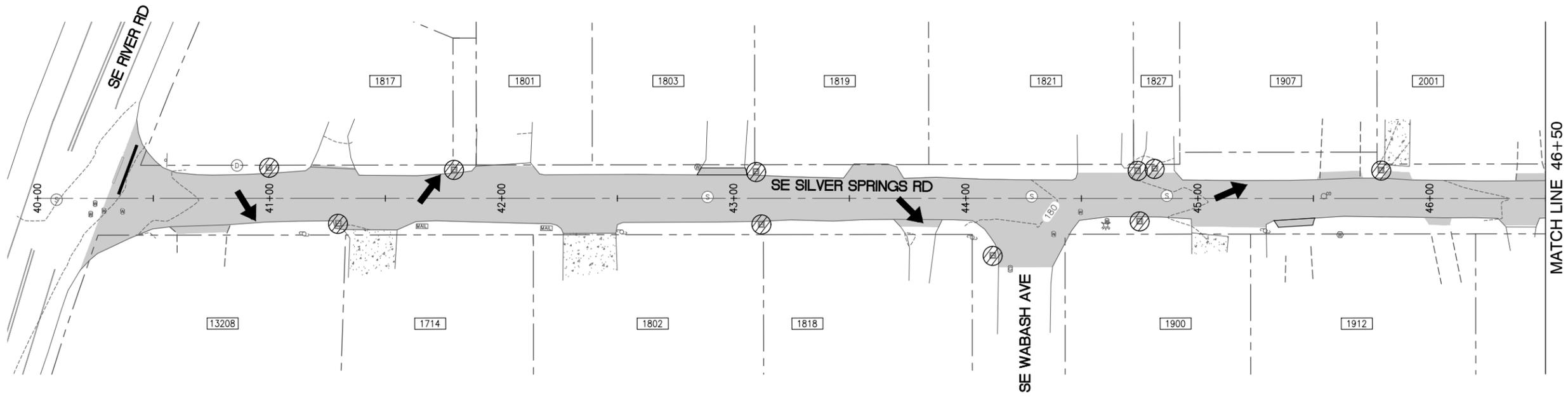


DAN JOHNSON  
DIRECTOR

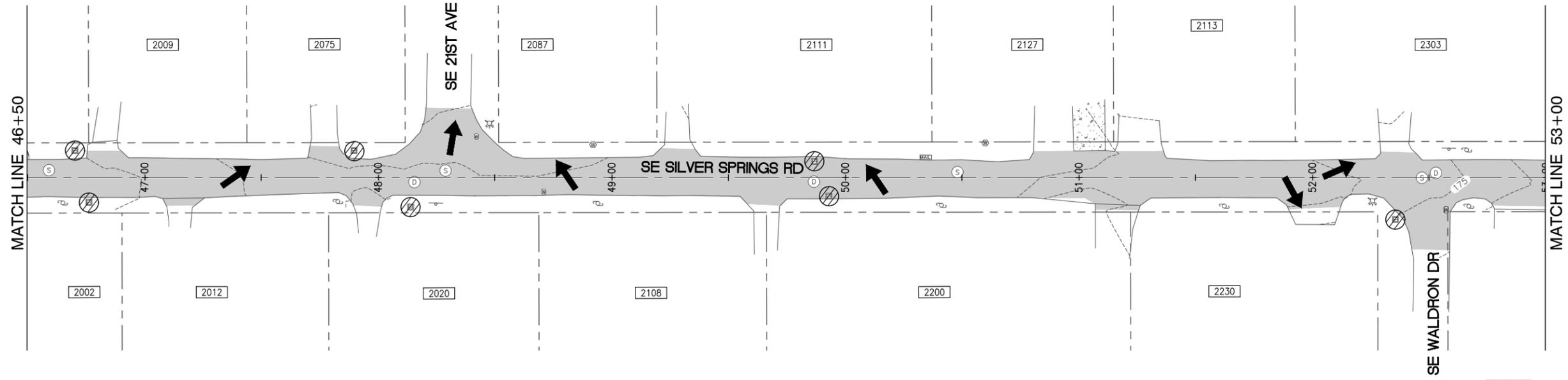
**CLACKAMAS COUNTY**  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

**SE ARISTA DRIVE ESCP**  
**ARISTA AREA**  
**PAVING PACKAGE**

DATE: 4/2021 PROJECT NO.: CI-3-22308



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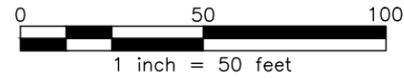


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1"=50'



**EROSION CONTROL LEGEND**

- 330- EXISTING CONTOUR
- DRAINAGE FLOW DIRECTION
- PROPOSED INLET PROTECTION
- ASPHALT OVERLAY LIMITS, NO GROUND DISTURBANCE



EXPIRES: 06/30/2022

SE SILVER SPRINGS ROAD ESCP I  
ARISTA AREA  
PAVING PACKAGE

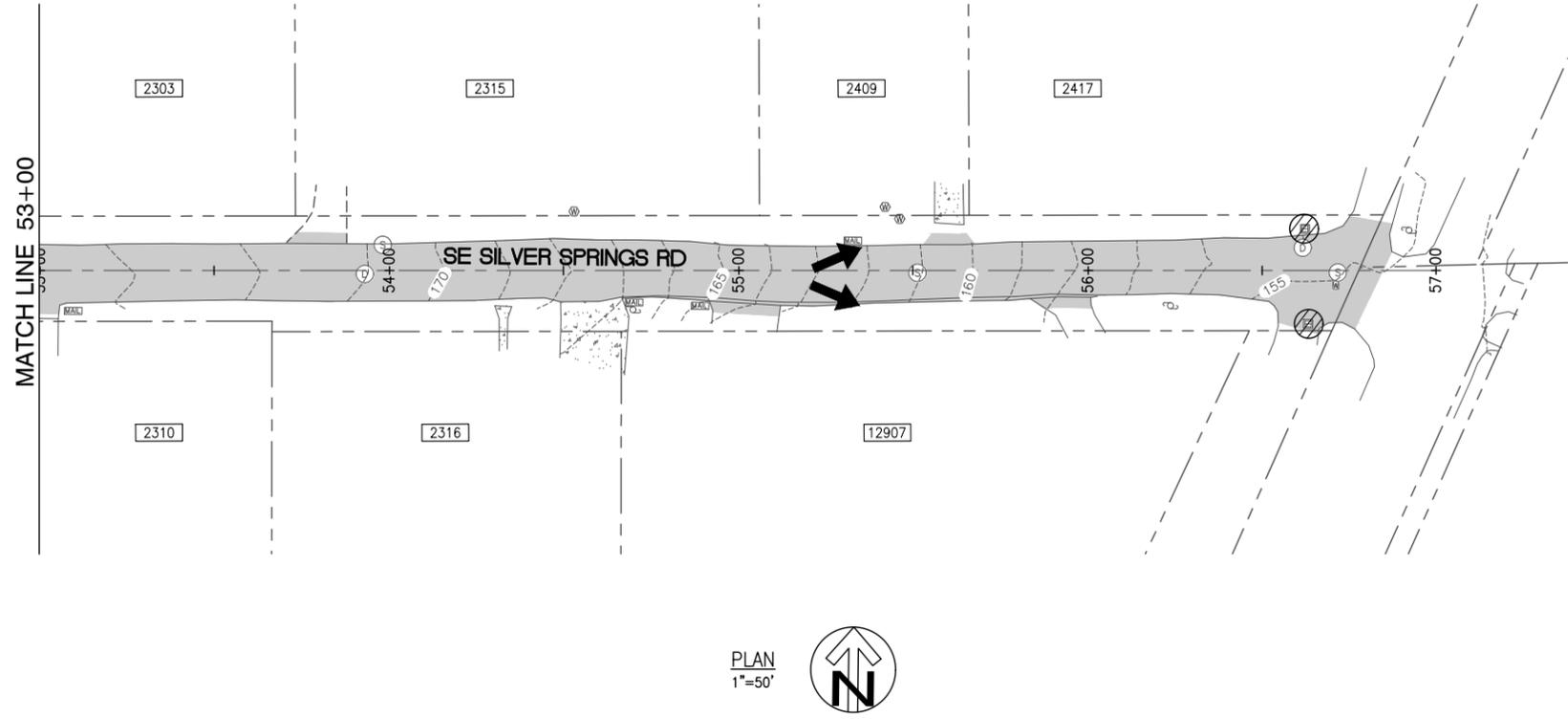
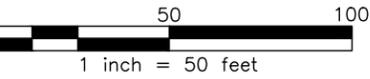
CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

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**EROSION CONTROL LEGEND**

- 330 EXISTING CONTOUR
- DRAINAGE FLOW DIRECTION
- PROPOSED INLET PROTECTION
- ASPHALT OVERLAY LIMITS, NO GROUND DISTURBANCE



**REVISIONS**

| NO. | DATE: | DESIGNED BY: | DRAFTED BY: | CHECKED BY: |
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Sheet No. **9**



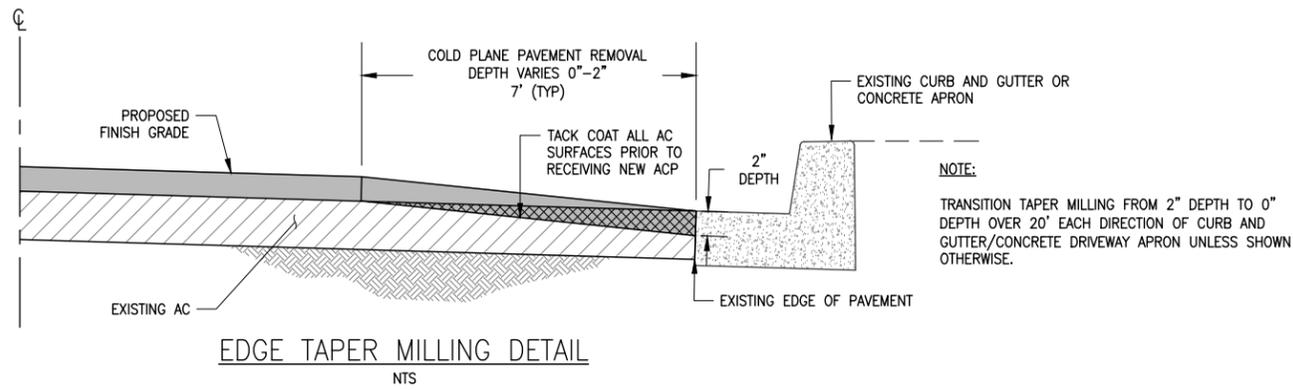
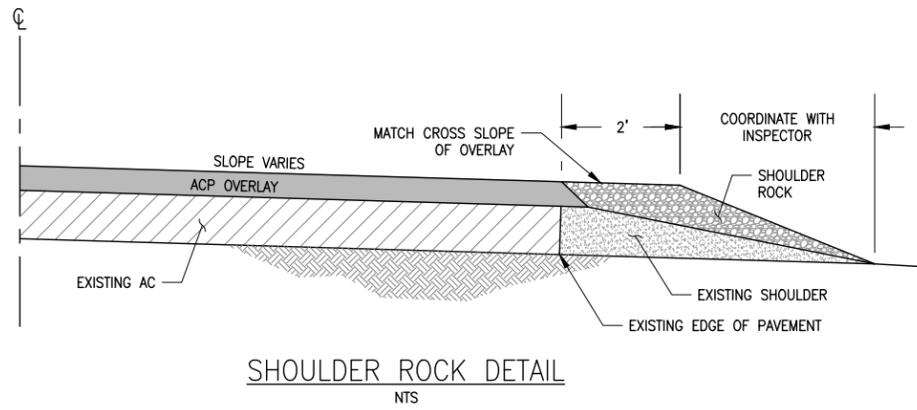
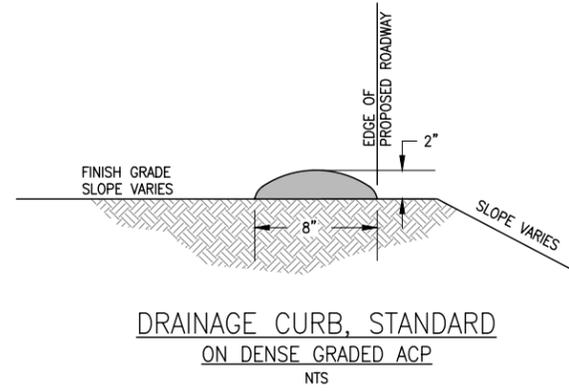
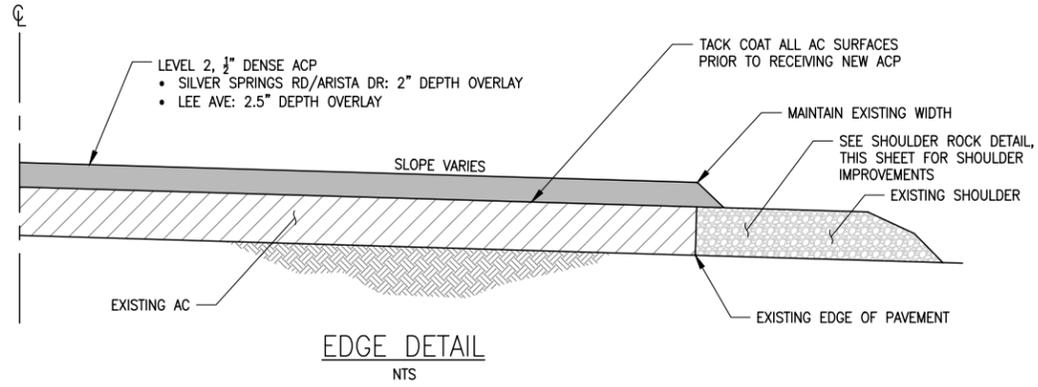
**CLACKAMAS COUNTY**  
 DEPT. OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045

DAN JOHNSON  
 DIRECTOR

**SE SILVER SPRINGS ROAD ESCP II**

**ARISTA AREA  
 PAVING PACKAGE**

DATE: 4/2021 PROJECT NO.: CI-3-22308



EXPIRES: 06/30/2022

**TYPICAL SECTIONS**  
**ARISTA AREA**  
**PAVING PACKAGE**

**CLACKAMAS COUNTY**  
DEPT. OF TRANSPORTATION AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045

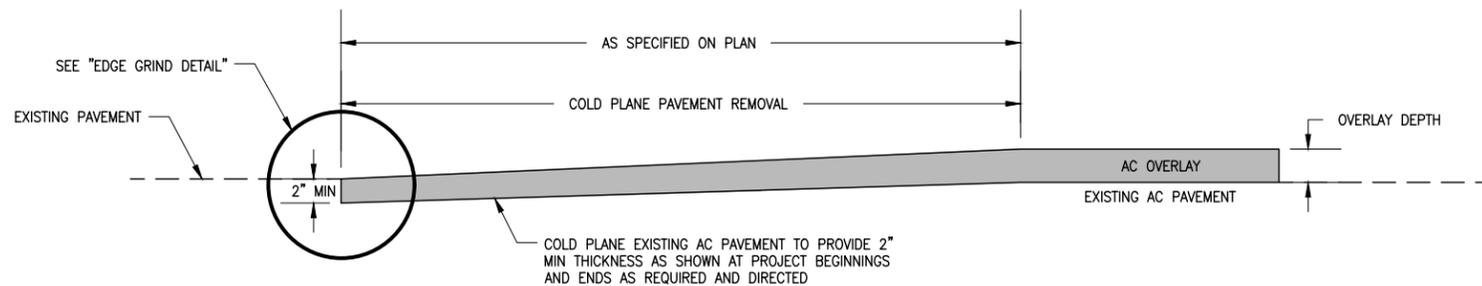


DAN JOHNSON  
DIRECTOR

DESIGNED BY: WW  
DRAFTED BY: TB/CK  
CHECKED BY: DB

**REVISIONS**

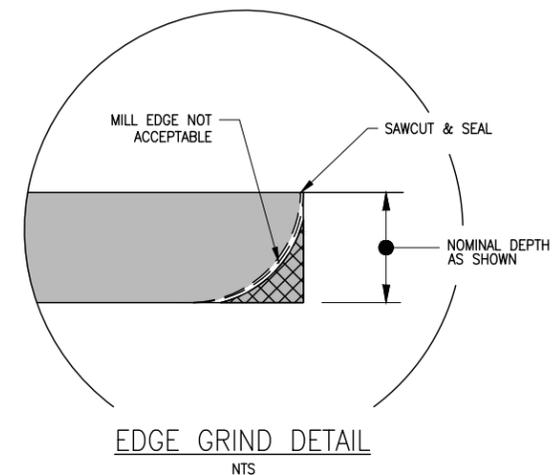
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**METHOD C**  
**OVERLAY TRANSITION (BUTT GRIND)**  
NTS

| TABLE 1            |              |
|--------------------|--------------|
| TAPER LENGTHS      |              |
| STREET TYPE        | TAPER LENGTH |
| * PRIMARY STREET   | 1" PER 20'   |
| **SECONDARY STREET | 1" PER 10'   |

\* PRIMARY STREET REFERS TO ROADWAY RECEIVING TREATMENT  
\*\* SECONDARY STREET REFERS TO ROADWAYS INTERSECTING PRIMARY STREETS



**SIPHON BOX AND COVER**

NOTE: All wood shall be pressure treated.

**CONCRETE INLET CAP**

**ADJUST EXISTING INLET**  
(For details not shown, see Std. Dwg. RD366)

**GENERAL NOTES FOR ALL DETAILS ON THIS SHEET:**

- All reinforcement to be placed a minimum of 2" clear of nearest face of concrete unless otherwise shown or noted.
- If metal frame and grate is reqd. conform to details for Type I grate. Size frame and grate to match dimensions of siphon box used, see Std. Dwg. RD364.
- See Std. Dwg. RD336 for tracer wire details.
- Max. pipe diameter varies with pipe material.
- All precast products shall conform to requirements of ASTM C913.
- Alignment of ditch, siphon box, and pipe varies, see project plans.
- See Std. Dwg. RD339 for pipe to structure connections.

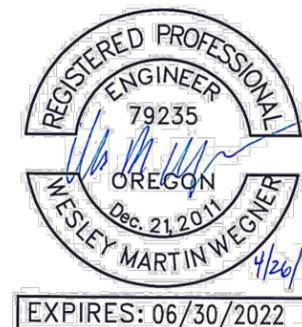
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**STOP BAR - 1' WHITE BAR**  
TYPE B, PREFORMED FUSED THERMOPLASTIC FILM.

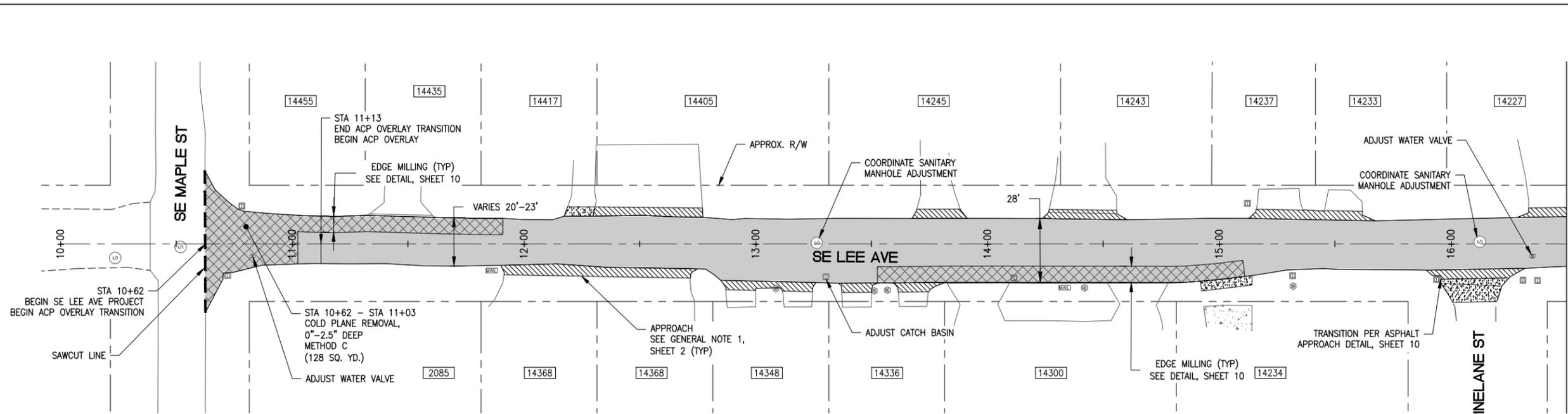
**SHARED LANE MARKING (white)**  
Center marking within lane width or as shown. For proportion details, see current version of Standard Highway Signs

**STAGGERED CONTINENTAL CROSSWALK**  
2' WHITE BARS  
Install per Standard Drawing TM530



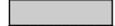
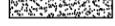
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| <b>ACP DETAILS</b>  |   |
| <b>ARISTA AREA PAVING PACKAGE</b>   |   |
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 | DIRECTOR<br><b>DAN JOHNSON</b>          |
| DESIGNED BY: WW<br>DRAFTED BY: TB/CK<br>CHECKED BY: DB  | PROJECT NO.: C1-3-22308<br>DATE: 4/2021 |
| REVISIONS<br>NO. DATE:  |   |
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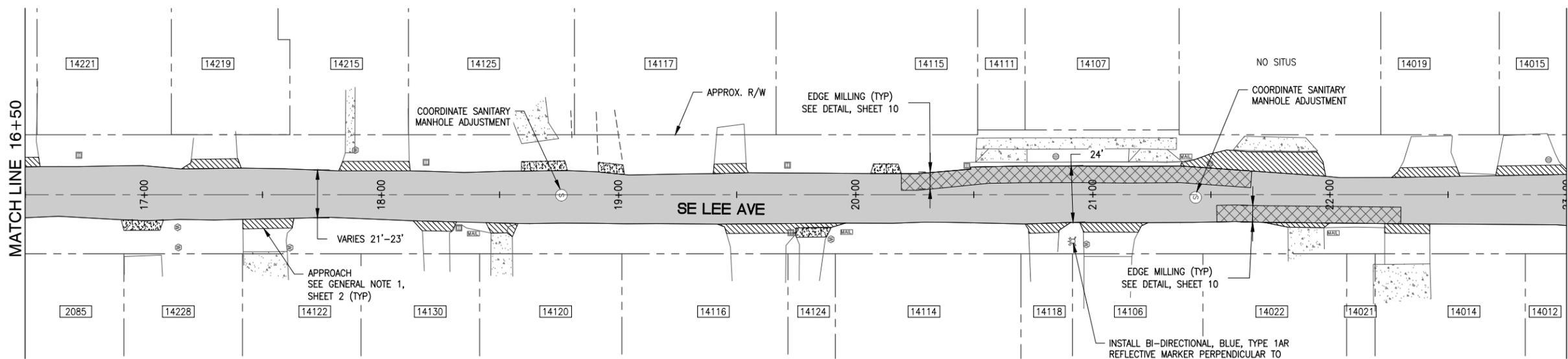
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PLAN  
1"=50'

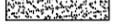


-  LEVEL 2, 1/2" ACP OVERLAY, 2.5" DEPTH
-  COLD PLANE PAVEMENT REMOVAL
-  ASPHALT APPROACH
-  AGGREGATE APPROACH



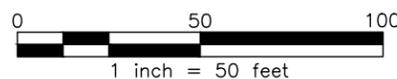
PLAN  
1"=50'



-  LEVEL 2, 1/2" ACP OVERLAY, 2.5" DEPTH
-  COLD PLANE PAVEMENT REMOVAL
-  ASPHALT APPROACH
-  AGGREGATE APPROACH

**GENERAL UTILITY NOTES**

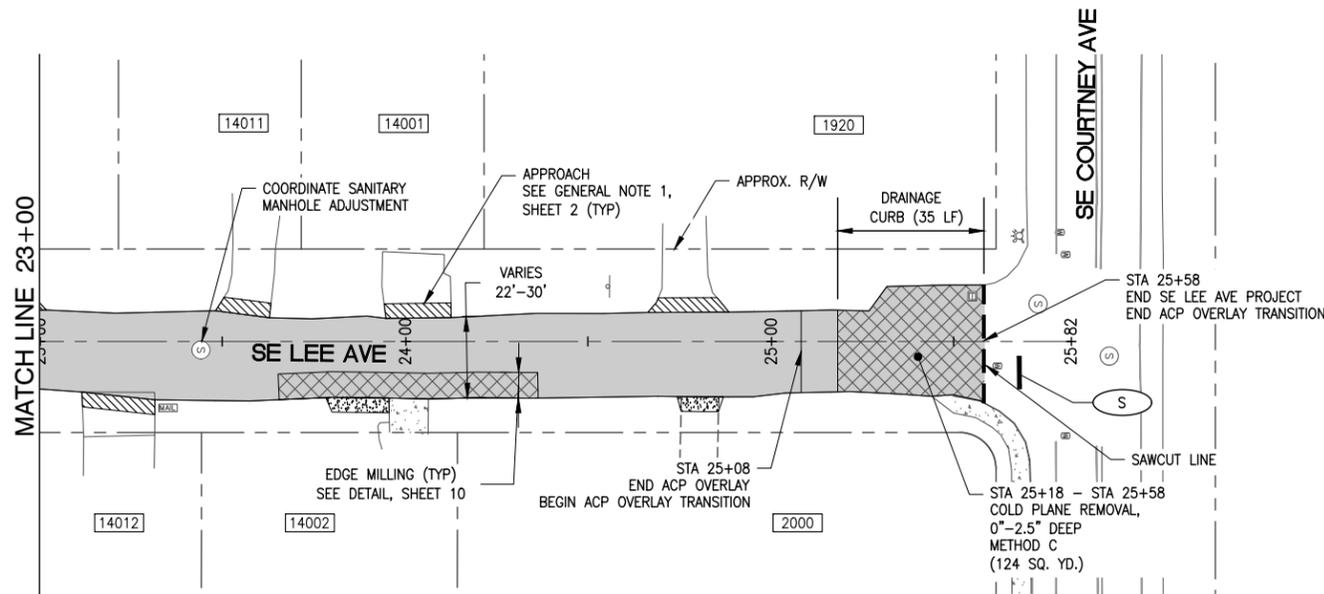
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2. PROTECT ALL SANITARY SEWER CLEANOUTS. COORDINATE ADJUSTMENTS WITH UTILITY.
3. ADJUST STORM SEWER MANHOLES AND DRAINAGE STRUCTURES TO FINISH GRADE WHERE SHOWN.
4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



EXPIRES: 06/30/2022

| <b>SE LEE AVENUE PLAN I</b>  |   |              |       |              |  |  |  |  |  |  |  |  |  |
|--|---|--------------|-------|--------------|--|--|--|--|--|--|--|--|--|
| <b>ARISTA AREA PAVING PACKAGE</b>  |   |              |       |              |  |  |  |  |  |  |  |  |  |
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045  | DIRECTOR<br><b>DAN JOHNSON</b>          |              |       |              |  |  |  |  |  |  |  |  |  |
| DESIGNED BY: WW<br>DRAFTED BY: TB/CK<br>CHECKED BY: DB   | PROJECT NO.: CI-3-22308<br>DATE: 4/2021 |              |       |              |  |  |  |  |  |  |  |  |  |
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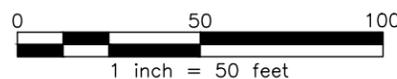
PLAN  
1"=50'



- LEVEL 2, 1/2" ACP OVERLAY, 2.5" DEPTH
- COLD PLANE PAVEMENT REMOVAL
- ASPHALT APPROACH
- AGGREGATE APPROACH

**GENERAL UTILITY NOTES**

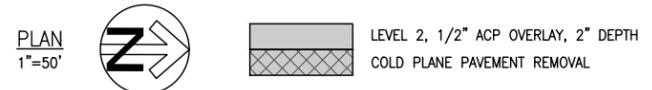
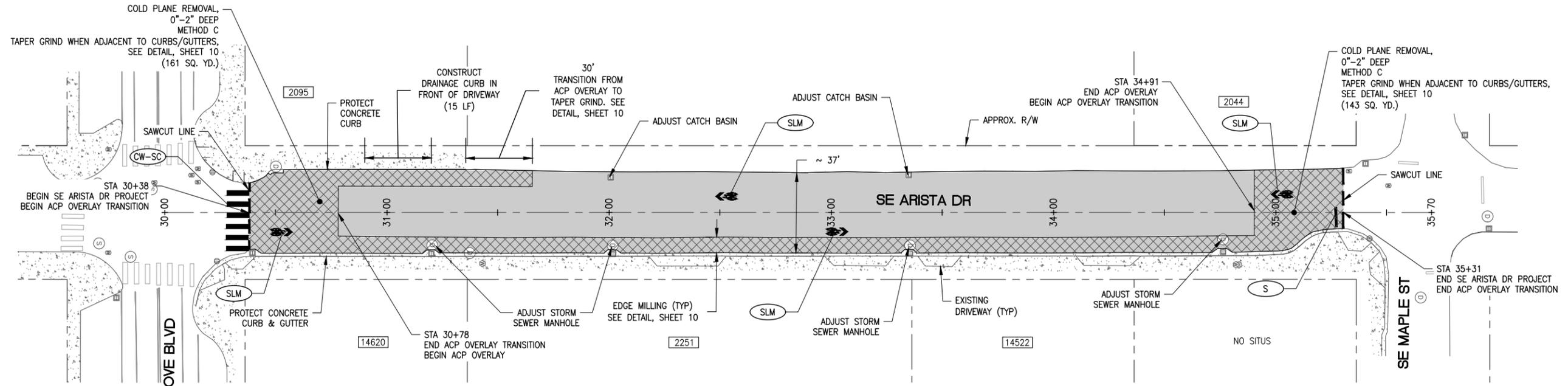
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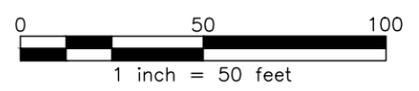
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| <b>SE LEE AVENUE PLAN II</b>   |                         |              |
| <b>ARISTA AREA<br/>PAVING PACKAGE</b>  |                         |              |
| <b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION<br>AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                         |              |
| DIRECTOR<br><b>DAN JOHNSON</b>   |                         |              |
| DESIGNED BY:<br>WW   | PROJECT NO.: C1-3-22308 |              |
| DRAFTED BY:<br>TB/CK   | DATE: 4/2021            |              |
| CHECKED BY:<br>DB  |                         |              |
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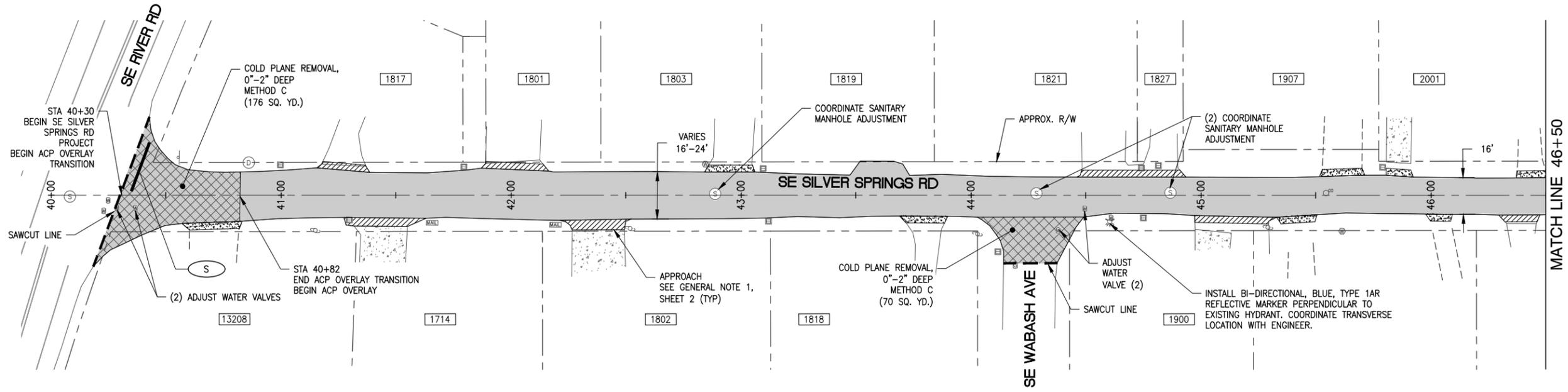
GENERAL UTILITY NOTES

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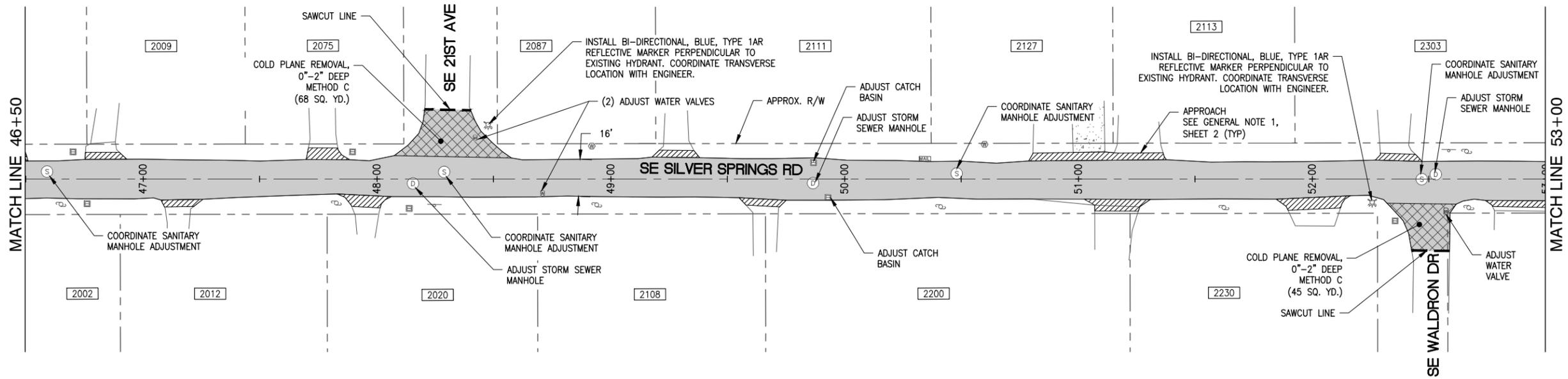
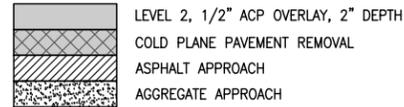


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| SE ARISTA DRIVE PLAN   |                      | ARISTA AREA PAVING PACKAGE |                            |
| CLACKAMAS COUNTY<br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045 |                      | DIRECTOR<br>DAN JOHNSON    |                            |
| DESIGNED BY:<br>WW   | DRAFTED BY:<br>TB/CK | CHECKED BY:<br>DB          | PROJECT NO.:<br>CI-3-22308 |
| NO. DATE:  |                      |                            | DATE: 4/2021               |
| REVISIONS  |                      |                            | Sheet No.<br>14            |

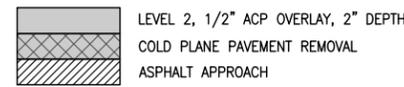
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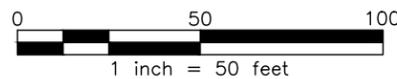


PLAN  
1"=50'



**GENERAL UTILITY NOTES**

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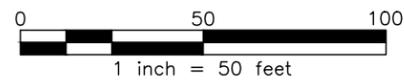
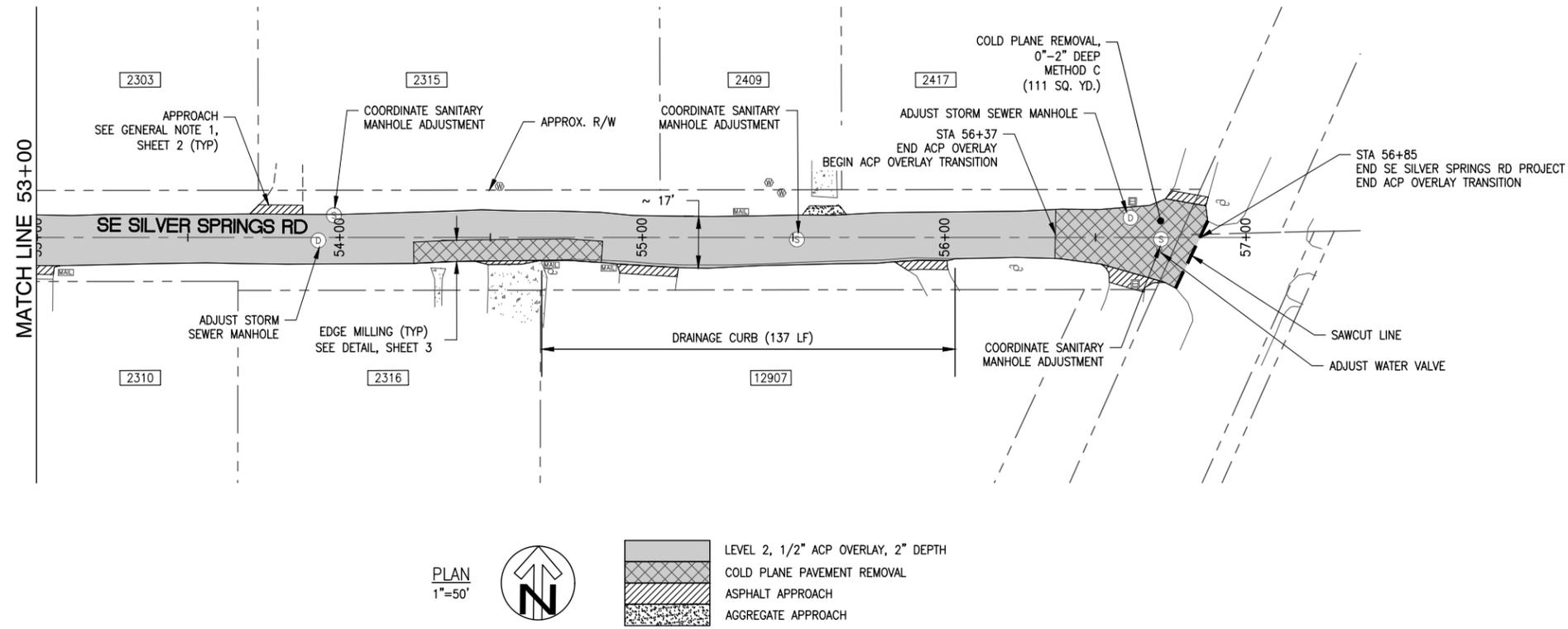
SE SILVER SPRINGS ROAD PLAN I  
ARISTA AREA  
PAVING PACKAGE

CLACKAMAS COUNTY  
DEPT. OF TRANSPORTATION  
AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045  
DAN JOHNSON  
DIRECTOR

DESIGNED BY: WW  
DRAFTED BY: TB/CK  
CHECKED BY: DB

| NO. | DATE: | REVISIONS |
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|     |       |           |
|     |       |           |
|     |       |           |

Sheet No. 15  
PROJECT NO.: CI-3-22308  
DATE: 4/2021



- GENERAL UTILITY NOTES**
1. PROTECT ALL SANITARY SEWER MANHOLES. COORDINATE ADJUSTMENTS WITH UTILITY.
  2. PROTECT ALL SANITARY SEWER CLEANOUTS. COORDINATE ADJUSTMENTS WITH UTILITY.
  3. ADJUST STORM SEWER MANHOLES AND DRAINAGE STRUCTURES TO FINISH GRADE WHERE SHOWN.
  4. ADJUST VALVES TO FINISH GRADE WHERE SHOWN.



| <b>SE SILVER SPRINGS ROAD PLAN II</b>   |   |           |       |           |  |  |  |  |  |  |  |  |  |
|---|---|-----------|-------|-----------|--|--|--|--|--|--|--|--|--|
| <b>ARISTA AREA PAVING PACKAGE</b>   |   |           |       |           |  |  |  |  |  |  |  |  |  |
| <br><b>CLACKAMAS COUNTY</b><br>DEPT. OF TRANSPORTATION AND DEVELOPMENT<br>150 BEAVERCREEK ROAD<br>OREGON CITY, OR 97045  | <b>DAN JOHNSON</b><br>DIRECTOR          |           |       |           |  |  |  |  |  |  |  |  |  |
| DESIGNED BY: WW<br>DRAFTED BY: TB/CK<br>CHECKED BY: DB  | PROJECT NO.: CI-3-22308<br>DATE: 4/2021 |           |       |           |  |  |  |  |  |  |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE:</th> <th style="width: 80%;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> |   | NO.       | DATE: | REVISIONS |  |  |  |  |  |  |  |  |  |
| NO.   | DATE:                                   | REVISIONS |       |           |  |  |  |  |  |  |  |  |  |
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| Sheet No. <b>16</b>   |   |           |       |           |  |  |  |  |  |  |  |  |  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |                                    |
|--|--|--|------------------------------------|
| <b>PRODUCER</b><br>Anchor Insurance and Surety, Inc<br>1201 SW 12th Ave. Ste. 500<br>Portland OR 97205 | <b>CONTACT NAME:</b> Kim Lee<br><b>PHONE (A/C, No, Ext):</b> 503-224-2500<br><b>E-MAIL ADDRESS:</b> klee@anchorias.com |  | <b>FAX (A/C, No):</b> 503-224-9830 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |  |                                    |
| <b>INSURED</b><br>Eagle Elsner, Inc.<br>P. O. Box 23294<br>Tigard OR 97281                             | <b>INSURER A:</b> Charter Oak Fire Ins. Co.  |  | <b>NAIC #</b><br>25615             |
|  | <b>INSURER B:</b> Travelers Property Casualty Co. of America   |  | 25674                              |
|  | <b>INSURER C:</b> SAIF Corporation   |  | 36196                              |
|  | <b>INSURER D:</b> Travelers Indemnity Co.  |  | 25666                              |
|  | <b>INSURER E:</b>  |  |                                    |
|  | <b>INSURER F:</b>  |  |                                    |

**COVERAGES**

CERTIFICATE NUMBER: 1156955184

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> WA STOP GAP<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         |          | DT-CO-1019R236-COF-21  | 6/1/2021                | 6/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>JOBSITE POLLUTION \$ 1,000,000 |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  | Y         |          | 810-0N699992-21-26-G   | 6/1/2021                | 6/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>POLLUTION \$ 1,000,000   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | CUP-5J064957-21-26     | 6/1/2021                | 6/1/2022                | EACH OCCURRENCE \$ 8,000,000<br>AGGREGATE \$<br>\$  |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | 810540                 | 10/1/2020               | 10/1/2021               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |
| D        | INSTALLATION FLOATER<br>LEASED/RENTED EQUIPMENT   |           |          | QT-660-8449L841-TIA-21 | 6/1/2021                | 6/1/2022                | ANY ONE LOCATION 1,000,000<br>ANY ONE ITEM   AGGRE 250,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary & non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached: CG D2 46 04 19, CG D3 16 02 19, CG D2 11 01 04, CA T3 53 02 15, WC000313.

Umbrella Excess Liability goes over General Liability, Auto and Employers Liability.

Project Name: # 2021-46 Arista Area Paving Package

**CERTIFICATE HOLDER****CANCELLATION**

Clackamas County Procurement  
 2051 Kaen Road  
 Oregon City, OR 97045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joel Dietz*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

### **PROVISIONS**

#### **A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

#### **B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**C. INCIDENTAL MEDICAL MALPRACTICE**

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b.** An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

- (b)** First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a.** Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

- b.** The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

**D. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a.** "Bodily injury" or "property damage" that occurs; or

- b.** "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**E. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c.** Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**F. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

## COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
  - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

POLICY NUMBER:

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Project(s):**

**EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.**

#### **Designated Project**

#### **General Aggregate(s):**

**GENERAL AGGREGATE  
LIMIT SHOWN ON THE  
DECLARATIONS.**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
- 1.** A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  - 2.** The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or "suits" brought; or
    - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B;** and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

##### **1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### **2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

## COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
  - b. The airbags are not covered under any warranty; and
  - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

## COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

### **N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Carrier no:** 20001

**Endorsement no:** WC000313

**SAIF policy:** 810540 Eagle-Elsner Inc

## **Waiver of Our Right to Recover from Others Endorsement**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **Schedule**

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2020

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned September 09, 2020 at Salem, Oregon



Kerry Barnett  
President and Chief Executive Officer



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Pacific Landscape Services, Inc. for Landscape Services

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | Execution of RFP 2021-38 to maintain 6 County landscape zone for 5 years though out unincorporated Clackamas County. Sunnyside Rd, Sunnybrook Rd, Bob Schumacher Rd, Stafford Rd @ Borland Rd and 212/224 92 <sup>nd</sup> Ave to 135 <sup>th</sup> Rd. |
| <b>Dollar Amount and Fiscal Impact</b> | \$1,013,880 for landscaping services and \$450,000 for on-call services; total not to exceed \$1,463,880.00. July 1, 2021-June 30, 2026   |
| <b>Funding Source</b>                  | County Road Fund  |
| <b>Duration</b>                        | From final execution through June 30, 2026.   |
| <b>Previous Board Action/Review</b>    | 7/13/21: Discussion item at issues  |
| <b>Strategic Plan Alignment</b>        | This contract will ensure safe communities by maintaining the County's vegetation throughout the right of ways.   |
| <b>Counsel Review</b>                  | 1. Date of Counsel review: 6-30-2021<br>2. Initials of County Counsel performing review: ARN  |
| <b>Procurement Review</b>              | 1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no<br>2. If no, provide a brief explanation:   |
| <b>Contact Person</b>                  | Travis Wootan, Transportation Maintenance Supervisor, 503-557-6368  |
| <b>Contract No.</b>                    | 4272  |

**Background:**

The Transportation Maintenance Division manages six (6) different zones that have landscaping needs: Sunnyside Rd, Sunnybrook Rd, Bob Schumacher Rd, Stafford Rd @ Borland Rd and 212/224 92<sup>nd</sup> Ave to 135<sup>th</sup> Rd. The work areas is 19.8 acres or 810,597sq ft. This contract will include, but not be limited to: weed control, pruning & tree maintenance, removing visual obstructions, dead plants, raking out, shrub trimming and cleaning and clearing sidewalks. Yearly maintenance is required to maintain safety though out County rights of way.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on April 19, 2021. Proposals were opened on May 20, 2021. The County received four (4) Proposals from Desantis Landscape Services, Pac Green Landscape Services, Pacific Landscape Services and ValleyScapes. An evaluation committee of four from the Department of Transportation and Development (DTD) personnel scored Pacific Landscape Services as the highest awarded points.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Landscape Services Contract with Pacific Landscape Services, Inc. for DTD.

Sincerely,

*Travis Wootan*

Travis Wootan  
Transportation Maintenance Supervisor

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4272**

This Goods and Services Contract (this “Contract”) is entered into between **Pacific Landscape Services, Inc. I** (“Contractor”), and Clackamas County, a political subdivisions of the State of Oregon (“County”) on behalf of Department of Transportation and Development, Roads Division for the purposes of providing Landscape Services.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2026**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. CONTRACT DOCUMENTS**

This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, the RFP 2021-38 Landscape Services for DTD issued April 19, 2021, attached and hereby incorporated by reference as **Exhibit “A,”** the Contractor’s proposal, attached and hereby incorporated by reference as Exhibit “B”; and the Fee Schedule, attached and hereby incorporated by reference as Exhibit “C.”

**III. SCOPE OF WORK**

The services to be provided under this Contract include regular landscape maintenance services (“Landscape Maintenance Work”) for various County-owned or maintained real property and on-call maintenance work (“On-call Work”), described in further detail below.

- a. Landscape Maintenance Work.** Contractor will perform the Landscape Maintenance Work described in Exhibit A.

Landscape Maintenance Work shall be performed per the terms of the scope of work set forth in Exhibit A and the following table (the “Schedule Table”):

**SCHEDULE TABLE**

| ACTIVITY                        | PERFORMANCE STANDARD & RECURRENCE INTERVAL  |
|---------------------------------|---|
| <b>Policing &amp; cleaning</b>  | Once every two weeks.   |
| <b>Raking out</b>               | Once every 30 days.   |
| <b>Weeds/grasses</b>            | Once every two weeks or as needed to keep areas weed/grass free.                              |
| <b>Pre-emergent application</b> | Twice per year, Spring and Fall, at the appropriate rate.                                     |
| <b>Post emergent</b>            | As needed to keep areas weed free, at the appropriate rate.                                   |
| <b>Shrub trimming</b>           | For Spring and Summer once every 30 calendar days.<br>For Fall and Winter once every 8 weeks. |
| <b>Sidewalks</b>                | Once every 30 days.   |

The Landscape Maintenance Work will be performed in the County’s Transportation Maintenance Rights of Way contract areas and maps identified in Attachment B to Exhibit A. As detailed in Exhibit A, the subject property is divided into six (6) zones (“Zones”). The Landscape

Maintenance Work shall be performed monthly, in accordance with the scope of work described in Exhibit A and the Schedule Table, in each of the six zones.

The Contractor shall prepare a written monthly summary report covering the maintenance activities and submit reports to the County's Transportation Maintenance Supervisor, or designee. The monthly summary report and invoice shall be submitted monthly.

- b. On-call Work.** County periodically needs on-call, as needed work to preform repairs on the sprinkler systems, storm cleanup, and related matters. When these services are needed, County will request a quote for such services.

When the County wishes Contractor to perform the On-call Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of work, fees and rates, and the total compensation for the On-call Work. Contractor may not perform On-call Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The on-call as needed work is not guaranteed work and any quote submitted for such work shall not be valid until an official County Task Order is completed and signed by both Contractor and the County. Contractor may not perform On-call Work until the County Task Order form has been executed by the parties. No Task Order shall modify or amend the terms and conditions of this Contract.

- c. Standards of performance.** In performing Landscape Maintenance Work and On-Call Work, the Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the same goods or services. In performing both the Landscape Maintenance Work and On-call Work, Contractor shall further meet all standards of performance, and submit all reports or other documentation, set forth in Exhibit A. The County's Representative for this contract is: Travis Wootan, 503-557-6391 or email [twootan@clackamas.us](mailto:twootan@clackamas.us).

### **III. COMPENSATION**

#### **1. PAYMENT.**

- a. Landscape Maintenance Work.** The County agrees to compensate the Contractor for the Landscape Maintenance Work performed in each Zone on a monthly fixed-fee basis. The monthly fixed-fee amount of compensation is identified in the Fee Schedule. If Contractor does not fully perform the monthly Landscape Maintenance Work in a Zone, or if Contractor's performance of the Landscape Maintenance Work does not meet the performance standards described in Exhibit A, the amount County will pay Contractor shall be reduced pursuant to the provisions of Exhibit A, Section 3.4.10. If Contractor does not perform any monthly Landscape Maintenance Work in a Zone(s), the County shall reduce the total monthly payment by the amount identified in the Fee Schedule for the Zone(s) in which no work was performed. For example, if Contractor does not perform Work in Zone 1 in the month of January, but does perform Work in Zones 2-6, the County will pay the Contractor the sum of \$7,904.22, which sum is the total monthly payment for January, \$9,656.00, less the compensation for Zone 1 in that same month, \$1,751.78. The Schedule Table requires a minimum of twice a month Work

activity per Zone. The maximum monthly compensation authorized under this Contract is identified in the Fee Schedule in **Exhibit “C.”** The annual compensation authorized under this Contract for the Landscape Maintenance Work performed shall not exceed \$202,776.00. The total maximum compensation authorized under this Contract for Landscape maintenance Work shall not exceed **\$1,013,880.00.**

b. **On-Call Work.** The total maximum compensation authorized under this Contract for On-call Work shall not exceed **\$450,000.00.**

c. **Total Contract Compensation.** The total Contract compensation for both Landscape Maintenance Work and On-call Work shall not exceed **\$1,463,880.00.**

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at:

D.T.D. Roads Department  
Attn. Travis Wootan  
902 Abernathy Road, Oregon City OR 97045  
Or email to [twootan@clackamas.us](mailto:twootan@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 six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- 5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, Contractor's performance of Landscape Maintenance Work or On-call 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 all work to be performed under this Contract and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. **INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. **Contractor must also have the additional endorsement for Pesticide/Herbicide application and usage for this Contract.** The general aggregate shall apply separately to this project / location. Contractor must have the additional endorsement for Pesticide/Herbicide usage/application for the same occurrence and aggregate limits under general liability. 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 Article IV, Sections 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the

author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) all 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 all work under this Contract. 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 this Contract including, but not limited to, the standards of performance set forth in Exhibit A.
- 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 Article IV: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, and 32, and all other terms and conditions which by their context are intended to survive termination of this Contract.

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

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 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, for a breach of Contractor's performance of Landscape Maintenance Work, as described in Exhibit A, the time set forth in Section 3.4.10 in Exhibit A; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the

percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
23. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
24. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
25. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
26. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
27. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
28. **COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person

furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- 31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.
- 32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND**

**CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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

**Pacific Landscape Services, Inc. I**

**Clackamas County**

  
\_\_\_\_\_  
Authorized Signature                      6/30/21  
Date

\_\_\_\_\_  
Chair

Dina Smith, Owner  
Name / Title (Printed)

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

1512150-93 DBC / Oregon  
Oregon Business Registry #

**Approved as to Form:**

8472 Exp. 1/31/2022 License Type: All Phases  
Oregon LCB #

**Andrew Naylor** Digitally signed by Andrew Naylor  
Date: 2021.06.30 16:35:15 -07'00'      6/30/2021  
\_\_\_\_\_  
County Counsel                      Date

**EXHIBIT A**  
**RFP 2021-38 Landscape Service for DTD**  
**Issued: April 19, 2021**



**REQUEST FOR PROPOSALS #2021-38**

**FOR**

**LANDSCAPE SERVICES FOR DTD**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARK SHULL, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Kim Randall**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: May 20, 2021**

**TIME: 2:00 PM, Pacific Time**

**PLACE: [Procurement@clackamas.us](mailto:Procurement@clackamas.us)**

**PRE-PROPOSAL ZOOM MEETING: MAY 6, 2021 at 1:00 PM**

## SCHEDULE

|   |   |
|---|---|
| Request for Proposals Issued.....                         | April 19, 2021                              |
| Protest of Specifications Deadline.....                   | April 26, 2021, 2021, 5:00 PM, Pacific Time |
| <b>Non- Mandatory Pre-Proposal Conference (ZOOM).....</b> | <b>May 6, 1:00 PM, Pacific Time</b>         |
| Deadline to Submit Clarifying Questions.....              | May 13, 2021, 5:00 PM, Pacific Time         |
| Request for Proposals Closing Date and Time.....          | May 20, 2021, 2:00 PM, Pacific Time         |
| Deadline to Submit Protest of Award.....                  | Seven (7) days from the Intent to Award     |
| Anticipated Contract Start Date.....                      | July 1, 2021                                |

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**SECTION 1  
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 20, 2021** (“Closing”), to provide Landscape Services for DTD. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the Oregon Procurement Information Network (“ORPIN”) at the following address: <http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2021-38-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder’s List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

**A Non-Mandatory Pre-Proposal Conference Zoom Meeting** will be conducted on **May 6, 2021 at 1:00 pm PST**. Proposers shall meet with County representatives to review the project Scope, view additional maps, and ask any questions. **Please contact Kim Randall at [krandall@clackamas.us](mailto:krandall@clackamas.us) if you would like to attend this Zoom meeting.**

**County Contact Information**

Procurement Process and Technical Questions: Kim Randall via email @ [krandall@clackamas.us](mailto:krandall@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 who’s Proposal shall be best for the public good.

Clackamas County encourages proposals 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. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

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

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking Proposals from qualified Contractors to provide **Landscape Maintenance Services** for various landscaped areas currently maintained by Clackamas County's Transportation Maintenance Department.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

The Transportation Maintenance Division manages six (6) different zones that have landscaping needs. The zones are outline in **Attachment "B"**, attached and hereby incorporated by reference. The work areas are next to major roadways and will often require traffic control during work times. All work shall be performed in compliance with the State of Oregon and local jurisdiction requirements and industry best management practices.

### 3.3 GENERAL DESCRIPTION

**The Contractor's work** shall include furnishing all materials, tools, supplies, fertilizers, pesticides, post- and pre-emergent labor, equipment, and vehicles necessary to provide landscape maintenance and temporary traffic control in Transportation Maintenance Right of Way ("ROW") contract areas and maps identified in **Attachment "B"**. The Contractor's duties include, but are not limited to, tree, shrub, and plant maintenance. Included in the scope of work is providing weed and pest control in landscape areas. All specifications apply except where expressly noted otherwise.

**All work shall be performed during daylight hours Monday through Friday excluding holidays;** they shall coordinate with the Transportation Maintenance Supervisor, or designee. No work shall be performed on weekends or the specified holidays without prior approval of the Transportation Maintenance Supervisor, or designee.

**The Contractor shall maintain a safe work site** for employees and the public. The Contractor's Employees shall always wear an American National Standards Institute ("ANSI") class two or better safety vest or garment and all appropriate Personal Protection Equipment ("PPE") while working in the ROW. High visibility work zone safety apparel shall meet the "acceptable" rating as defined by the evaluation guide in quality guidelines for temporary traffic control devices and features published by the American traffic safety service association.

**The Contractor shall procure all permits and licenses**, pay all charges and fees, and give all notices necessary and indicate to the due and lawful protection of the work.

### 3.4 SCOPE OF WORK

#### 3.4.1 **CONTRACTOR COMPLIANCE/EXPECTED OUTCOME**

The Contractor shall be considered in compliance with the contract if, after inspection, all of the following have been completed by the Contractor:

- Trees, shrubs, and/or ground covers are pruned in an acceptable and uniform manner, i.e., no improper stubs, ripped or torn bark, uniformly trimmed vegetation, etc.

- Proper pruning to ensure that no damage is made to trees and shrubs
- Weeds and grasses have been treated and removed.
- All sidewalks, pedways, and curbs are free of obstructing vegetation.
- Mowing will be necessary in some areas with a large landscaped grassy area.
- Maintained a safe work area for employees and the public. Implemented appropriate and approved Traffic Control plans per Manual on Uniform Traffic Control Device (“MUTCD”) guidelines while working in the ROW.

**The Contractor shall rake out all landscape areas and bare ground areas** per schedule in Section 3.4.7. Raking out shall include the gathering and removing of all organic material, animal feces and organic material not generated by the contract area. The Contractor shall rake out, retrieve, remove from the site, and properly dispose of all material in accordance with all federal, state, and local laws, ordinances and regulations.

### **3.4.2 WEEDING**

The Contractor shall weed per the schedule in Section 3.4.7 for all contracted areas. All Contracted areas shall be kept free of grasses and weeds including adjacent sidewalks and curbs. If weeding is not performed, Transportation Maintenance may consider the maintenance to be unsatisfactory and the Contractor in non-compliance with the contract. The Contractor shall control all landscaped areas with proper mechanical and chemical application, as necessary. The Contractor’s compliance; per the schedule in Section 9 for weeding and grass removal is mandatory. If necessary the Contractor shall provide additional personnel to meet weeding compliance. This shall be done at the Contractor’s expense.

### **3.4.3 REPAIRS OR REPLACEMENT OF DAMAGED PLANT MATERIAL**

The Contractor shall be responsible for any adverse effects or death of plant materials, due to the application of chemicals, runoff and drift onto adjacent properties. The Contractor, at their own expense, shall make all repairs or replacements of damaged plant material within a two-week period once notified by the Transportation Maintenance Supervisor or designee. The Transportation Maintenance Supervisor or designee will determine the scope of damage and approve all repairs and plant replacements. Title to materials, improvements and other property, required of the Contractor by this contract, shall vest in and become the property of Transportation Maintenance at the time such are furnished by the Contractor and accepted by Transportation Maintenance. Only materials, improvements and property free and clear of liens, claims and encumbrances shall be so furnished by the Contractor.

### **3.4.4 CHEMICALS AND PESTICIDES**

**The Contractor and personnel performing the required pest, insect, weed, and disease control services shall have the proper certifications and be licensed** by the Oregon Department of Agriculture to perform the required services. County will periodically check with the Department of Agriculture to make sure licenses are valid and active during the Contract period. **The Contractor shall submit a daily Pesticide Application Report to the Transportation Maintenance Supervisor or designee within seventy-two (72) hours of application.** The Contractor shall provide a list of all certified applicators, copies of spray licenses, certifications, and up-to-date training certificates. The Contractor shall track all chemicals, herbicides, pesticides, types, brands, quantities, associated applications, ratios for Transportation Maintenance reporting and shall provide information when requested by the Transportation Maintenance Supervisor, or designee.

Contractor is required to provide current product specifications and Safety Data Sheets (“SDS”) prior to scheduling services for all chemicals used on Clackamas County grounds, including, but not limited to, fuels, treatments, and cleaners.

### **PRE-EMERGENT HERBICIDE APPLICATION (SPRING AND FALL APPLICATION)**

For the spring and fall application (2 times per year), the Contractor shall ensure all applications shall include all non-turf and open areas per label instructions for long term (12-month) control; one fall application (October 15 – November 15) and one spring application (February 15-March 15). Prior to application, the Contractor shall rake out and weed landscape areas. Landscape areas must be free of weeds and litter. All pre-emergent applications shall be watered-in within fourteen (14) days of pre-emergent application at the Contractor's expense. The Contractor shall submit to the Transportation Maintenance Supervisor, or designee, the schedule of applications ten (10) workdays prior to application. The Contractor's failure to submit schedule as prescribed may be grounds for termination of contract. The Contractor shall obtain the approval of the Transportation Maintenance Supervisor, or designee, prior to any application. The Contractor shall prepare a pre-emergent application plan for each seasonal application and submit the pre-emergent application plan to the Transportation Maintenance Supervisor, or designee, for approval prior to the first week in January.

### **POST-EMERGENT WEED/GRASS CONTROL**

The Contractor shall treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of three to four inches (3" to 4") and the weeds and grasses must be removed. The Contractor's post-emergent chemical applications shall include a ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications. The Contractor will take care to prevent any discoloring of walls, sidewalks, curbs, and roadways. In the summer the Contractor shall control dicots, monocots, nut sedge and all other weeds by the use of an herbicide, per label instructions where permitted. In the winter the Contractor shall control the weeds in a similar manner (as described above in this section), but the use of a 2-4-D broad leaf herbicide is not permitted. The Contractor shall not use soil sterilants of any type. The Contractor shall control all Noxious Weeds (i.e. knotweed, poison oak, etc.) in contract areas. A written control plan including herbicide being used, application rates, techniques, etc., shall be approved by the Transportation Maintenance Supervisor, or designee, ten (10) workdays prior to implementing the plan.

### **PEST CONTROL**

The Contractor shall control gophers, ground squirrels, bees, wasps and other pests, which burrow, crawl, fly, nest or otherwise reside on the work site. The Contractor shall make recommendations of method and shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at all Transportation Maintenance designated ROW areas. The Contractor services shall include clean-out and control of all pests. The Contractor shall notify and obtain approval of the Transportation Maintenance Supervisor or designee, of all infestations prior to treatment of any procedures, including chemicals, to be used.

#### **3.4.5 PLANT MATERIAL (TREES, SHRUBS, AND GROUNDCOVERS)**

**The Contractor shall immediately notify** the Transportation Maintenance Supervisor, or designee, of any disease or pest infestation that may result in destruction of plant material. In the event of disease or pest infestation resulting from the Contractor's improper plant maintenance, the Contractor shall be responsible for all plant material and labor costs required to restore ROW areas to their original condition.

**Following Inclement Weather**, the Contractor shall inspect all contract areas for tree damage, debris on sidewalks and in maintained areas.

#### **3.4.6 PRUNING AND TRIMMING**

The Contractor shall have working knowledge of the American National Pruning Standards (A300) and ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1).

**The Contractor’s pruning of all shrubs** and ground covers shall be limited to symmetrical shapes. The Contractor shall trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of the shrub. The Contractor shall prune (renovate) herbaceous perennials to the base annually. The Contractor shall trim (renovate) wood perennials to a height of 18-36 inches annually or semi-annually as needed. (Height is based on previous year’s trimmed height, potential sight obstructions, etc. Sage at the end of medians shall be trimmed to a maximum height of six (6) inches due to sight obstruction issues.) The Contractor’s pruning/trimming shall also include the containment of vegetative growth four inches (4”) to the inside of the curb line and sidewalks.

**The Contractor’s pruning shall be performed in such a way that the plant material does not create a visibility obstruction to vehicular traffic.** All site obstructions shall be trimmed within twenty-four (24) hours of notification, and kept trimmed to prevent from reoccurring.

**COUNTY RESPONSIBILITIES**

Transportation Maintenance shall perform all major tree work, including tree removals, crown reductions, and structural corrections. The County is responsible for Bio Swells, Detention Pond Maintenance and irrigation maintenance.

**3.4.7 PERFORMANCE STANDARDS, RECURRENCE INTERVAL & MAINTENANCE SCHEDULES**

**The Contractor shall provide work schedules for each site** to the Transportation Maintenance Supervisor, or designee, within ten (10) working days after the effective date of the contract. The work schedules shall be set on an annual calendar and be submitted monthly, identifying the task and frequency of work. The schedule shall delineate the time frames for the landscape maintenance functions and normal day-to-day procedures of the Contractor, including Contractor inspection of contracted areas. Transportation Maintenance reserves the right to make suggested changes to the schedule set up by the Contractor. Zone information and Zone Maps are included in **Attachment “B”**.

**SCHEDULE TABLE:**

| ACTIVITY                        | PERFORMANCE STANDARD & RECURRENCE INTERVAL  |
|---------------------------------|---|
| <b>Policing &amp; cleaning</b>  | Once every two weeks.   |
| <b>Raking out</b>               | Once every 30 days.   |
| <b>Weeds/grasses</b>            | Once every two weeks or as needed to keep areas weed/grass free.                              |
| <b>Pre-emergent application</b> | Twice per year, Spring and Fall, at the appropriate rate.                                     |
| <b>Post emergent</b>            | As needed to keep areas weed free, at the appropriate rate.                                   |
| <b>Shrub trimming</b>           | For Spring and Summer once every 30 calendar days.<br>For Fall and Winter once every 8 weeks. |
| <b>Sidewalks</b>                | Once every 30 days.   |

**3.4.8 TRAFFIC CONTROL AND WORK ZONE SAFETY**

**The Contractor shall provide an appropriate and approved** (by the Transportation Maintenance Supervisor, or designee) **Traffic Control plan** (per the Manual on Uniform Traffic Control Devices (“MUTCD”) current guidelines and the (Oregon Temporary Traffic Control Handbook) for all work being performed in the ROW. **The Contractor shall provide the Traffic Control plan, a minimum of two (2) weeks prior to starting work and must get approval before starting work.** Multiple plans may be required for different areas and/or specific tasks being performed, i.e. work performed in medians, planter strips, tree wells, etc., and pre-emergent application, vegetation trimming and pruning, etc.

**SPECIAL NOTE:** Zone 1 is the only Zone that requires an ODOT permit because of the State Right of Way. Contractor is responsible for obtaining the permit.

**The Contractor shall provide and maintain all** barricades, signage, and other temporary traffic control devices related to the Contractor’s work during the entire performance of the Contract.

**3.4.9 ORGANIC DEBRIS AND WASTE**

The Contractor shall remove from the contract areas and properly dispose of all organic debris and waste generated and/or handled by the Contractor the same day that the waste is handled and/or generated by the Contractor. The Contractor’s open bed trucks used for transporting of waste must be covered (taped). Transportation Maintenance is not required to supply an on-site area or facility for storage or removal of Contractor waste. The Contractor shall remove and dispose of all debris and any other matter from the contract area in compliance with all federal, state, county, and Transportation Maintenance laws and regulations. The Contractor shall be responsible for any and all disposal fees incurred during landscape maintenance.

**3.4.10 CORRECTION TIME LIMIT SCHEDULE**

In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting for the deficiencies to be corrected to the Transportation Maintenance Supervisor, or designee's approval. In the event the Contractor has been notified of a deficiency and the deficiency is not corrected within the Correction Time Limit Schedule identified in the contract, Transportation Maintenance may perform the services using Transportation Maintenance personnel or by a separate contract. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's invoice and/or payment. The Contractor shall not have the exclusive right for ROW landscape maintenance during the term of this contract and all renewals thereof. Failure to correct areas named deficient by Transportation Maintenance within the limits of this Correction Time Limit Schedule may result in termination of the contract for default, unless written extension have been authorized by the Transportation Maintenance Supervisor, or designee.

**Correction Time Limit Schedule:**

|                            |                |
|----------------------------|----------------|
| Weed Control               | 5 Working Days |
| Policing/Cleaning          | 5 Working Days |
| Pruning & Tree Maintenance | 5 Working Days |
| Visual Obstructions        | 1 Working Day  |
| Dead Plant Removal         | 5 Working Days |
| Pest Control               | 5 Working Days |
| Schedules                  | 5 Working Days |

**3.4.11 CONTRACTOR’S EQUIPMENT**

The Contractor shall provide and maintain during the entire period of this contract equipment sufficient in number, operation condition and capacity to efficiently perform the work and render the services required by this contract. Equipment shall be maintained in good repair, appearance and sanitary condition at all times. The Contractor shall perform regular maintenance activities to reduce leaks, spills, or other unintended discharges of chemicals associated with the application of chemicals. The County reserves the right to inspect the Contractor's equipment at any time to ascertain the condition of the equipment and to deny use of inappropriate and/or unsafe equipment. All of the Contractor's handheld power equipment, i.e., blowers, weed eaters, trimmers, hedgers, chain saws, etc. must have all proper safety guards, spark arresters, etc. and be low emissions. All vehicles used by the Contractor must be appropriately licensed, insured, and clearly identified with a vehicle number, name of the company, and phone number on each side of the vehicle.

### **3.4.12 MONTHLY SUMMARY REPORTS, INVOICES, AND PAYMENTS**

The Contractor shall prepare a written monthly summary report covering the maintenance activities and submit reports to the Transportation Maintenance Supervisor, or designee. The Contractor shall compile a report of work items completed the previous month and submit it to the Transportation Maintenance Supervisor, or designee. The work completed report and invoice shall be submitted monthly. The Contractor will be paid net 30 days from receipt of invoice.

### **3.5 BUDGET AND CONTRACT DATES**

The resulting contract from this RFP will begin approximately July 1, 2021 and end June 30, 2024. The maximum budget is not-to-exceed \$300,000 per fiscal year, for three (3) years with the option to extend for one additional 2-year period. Fiscal year is defined as July 1 through June 30. By providing this maximum budget information, it is not intended that Proposers propose at the budgeted amount, but instead, provide a professional and competitive proposal. It is the intent of Clackamas County Department of Transportation and Development to award the project for all identified zones in Attachment “B”. Should proposals be in excess of departments allowable budget, the County reserves the right to award for only the zones it deems to be in County’s best interest.

### **3.6 SAMPLE CONTRACT**

Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods & Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

#### **Goods & Services Contract (unless checked, item does not apply)**

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
  - Contractor must have the **additional endorsement for Pesticide/Herbicide** usage/application for the same occurrence and aggregate limits under General Liability.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

#### **Attachments included in this RFP Document:**

- Attachment A – Fee Schedule
- Attachment B - Landscape Contract Zones

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

**Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.**

**4.2 Evaluation Criteria**

| Category   | Points available: |
|--|-------------------|
| Proposer’s General Background and Qualifications | 0-30              |
| Scope of Work                                    | 0-20              |
| Equipment List(s)                                | 0-20              |
| Fees   | 0-30              |
| <b>Available points</b>                          | <b>0-100</b>      |

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. Please limit proposal response to **20** pages.

5.1.2. 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:

- Introduction and Description of the firm.
- Statement showing a minimum of five (5) years of experience providing landscape maintenance and incidental replacement of plantings, and application of landscape pesticides.
- Description of the firm's ability to meet the requirements in Section 3, Scope of Work.

#### 5.3. Scope of Work

- Please provide a list of personal protective equipment ("PPE") provided to each field position.
- Please provide a copy of your organizations Oregon Landscape Contracting Business License.
- Please provide a current Oregon Department of Agriculture Commercial Pesticide Business and Operator License for each person assigned to this project.
- Summary detail of field staff that will be assigned to services under this contract and their level of training and experience.

#### 5.4. Equipment List

- Please provide a list of equipment the Contractor is planning to utilize in performing this work. Include vehicles, landscape maintenance equipment, and traffic control equipment applicable to the work including categories, make, model or size and environmental rating if applicable.

#### 5.5. Fees

Fees should be on a Monthly Basis per Zone (*per 1,000 sq. ft.*) with a not to exceed fee basis for each Zone as identified in **Attachment "A" – Fee Schedule**; list the not-to-exceed amount you propose for the service. Identify any other incidental item or service and the associated fees. Please note hourly or per in the Other Fees Section. It is the intent of Clackamas County Department of Transportation and Development to award the project for all identified zones in Attachment "B". Should proposals be in excess of departments allowable budget, the County reserves the right to award for only the zones it deems to be in County's best interest.

#### 5.6. References

Provide at least 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. Please note the required three references may not be from County staff, but additional references may be supplied.

#### 5.7. Completed Proposal Certification (see the below form)

**PROPOSAL CERTIFICATION**  
**RFP #2021-38**

Submitted by: \_\_\_\_\_  
**(Must be entity's full legal name, and State of Formation)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

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

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

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ OR CCB or LCB #: \_\_\_\_\_

Business Designation (check one):

Corporation    Partnership    Sole Proprietorship    Non-Profit    Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

**ATTACHMENT A**  
**FEE SCHEDULE TO BE COMPLETED AND SUBMITTED**

**FEE SCHEDULE**

**RFP 2021-38 Landscape Maintenance for DTD  
 Refer to Attachment "B" for Detailed Break-down and Maps  
 Price per 1,000 sq ft per Zone, per Month**

| AREA                     | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | ANNUAL TOTAL |
|--------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|--------------|
| Zone 1 - 175,178 sq. ft. |     |     |     |     |     |      |      |     |      |     |     |     |              |
| Zone 2 - 310,006 sq. ft. |     |     |     |     |     |      |      |     |      |     |     |     |              |
| Zone 3 - 89,395 sq. ft.  |     |     |     |     |     |      |      |     |      |     |     |     |              |
| Zone 4 - 67,543 sq. ft.  |     |     |     |     |     |      |      |     |      |     |     |     |              |
| Zone 5 - 144,517 sq. ft. |     |     |     |     |     |      |      |     |      |     |     |     |              |
| Zone 6 - 23,958 sq. ft.  |     |     |     |     |     |      |      |     |      |     |     |     |              |
| <b>TOTAL PER MONTH:</b>  |     |     |     |     |     |      |      |     |      |     |     |     |              |

**Other Fees: (Please identify item or Service and associated Fees)**

|  |
|--|
|  |
|  |
|  |
|  |

**Proposer:** \_\_\_\_\_  
(Please print company name)

**Name:** \_\_\_\_\_  
(Please print name)

**Authorized Signature:** \_\_\_\_\_  
 \_\_\_\_\_  
Date

**ATTACHMENT B  
TRANSPORTATION MAINTENANCE LANDSCAPE CONTRACT ZONES**

|  | <u>BEG POINT</u>                      | <u>END POINT</u>                    | <u>Zone size in<br/>Acres</u> | <u>Zone size in<br/>Sq Ft</u> |
|--|---------------------------------------|-------------------------------------|-------------------------------|-------------------------------|
| <b>ZONE # 1</b><br>HWY 212-224                                       | 98th AVE                              | SE 135th AVE                        | 4.02                          | 175,178                       |
| <b>ZONE # 2</b><br>SE SUNNYSIDE RD *<br>SE 122ND AVE<br>SE 139th AVE | I-205<br>Sunnyside Rd<br>Sunnyside Rd | SE 172nd<br>150' east<br>200' south | 8.41                          | 310,006                       |
| <b>ZONE # 3</b><br>SE SUNNYBROOK BLVD                                | SE 82nd AVE                           | SE Sunnyside RD                     | 1.95                          | 89,395                        |
| <b>ZONE # 4</b><br>BOB SCHUMACHER<br>BLVD<br>SE STEVENS RD           | Otty Rd<br>Sunnyside Rd               | SE Stevens Ct<br>SE Stevens Ct      | 1.55                          | 67,543                        |
| <b>ZONE # 5</b><br>172nd AVE   | HWY-212                               | Sunnyside Rd                        | 3.32                          | 144,517                       |
| <b>ZONE # 6</b><br>STAFFORD / BORLAND                                | Roundabout                            | Roundabout                          | 0.55                          | 23,958                        |
|  |                                       | <b>TOTALS:</b>                      | <b>19.8</b>                   | <b>810,597</b>                |

*\*Rhododendron median irrigation system maintained by Transportation Maintenance.*

***ZONE MAPS INCLUDED NEXT PAGES***

# Zone #1- HWY 212/224

## Site Description:

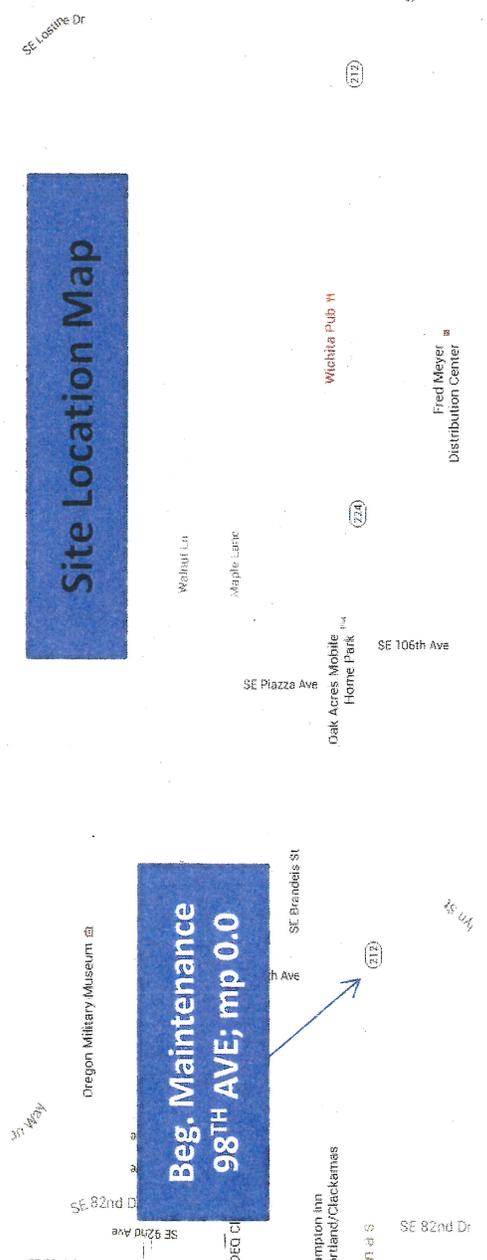
Landscaped areas on north and south sides of the highway including the planting strips between curb and sidewalk, behind the sidewalk, and all median areas from 98<sup>th</sup> AVE to 135<sup>th</sup> AVE.

## Site Information:

Road Name: HWY 212/224  
 Road Number: N/A  
 Project Number: RM-1015  
 Map Pg: 36,37,& 38  
 Beg. MP/Location: 0.0/98<sup>th</sup> AVE  
 End MP/Location: 1.75/135<sup>th</sup> AVE  
 Est. Square Footage= 175,178

Number of Times Activity is Completed

| TASK             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Pre-Emergent     |     | 1   | 1   |     |     |     |     |     |     | 1   | 1   |     |
| Post-Emergent    |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Weed/Trim/Prune  |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Inspect/Rake out | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| Leaf removal     |     |     |     |     |     |     |     |     | 1   | 1   | 1   | 1   |



## Zone #2-SE Sunnyside Road, SE 122nd Ave, SE 139th Ave

### Site Description:

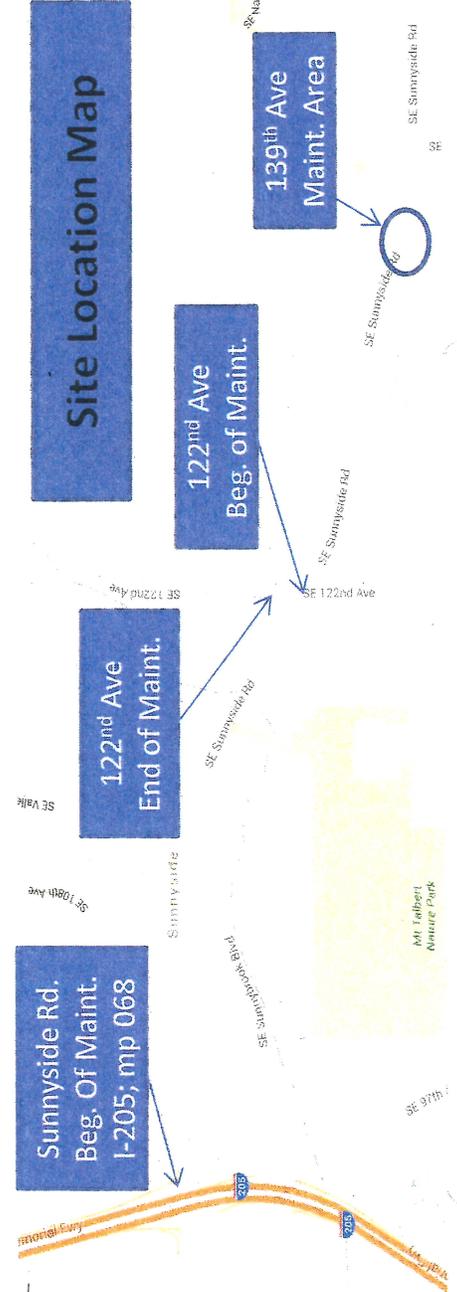
This zone includes three roads; Sunnyside Rd., 122nd Ave., and 139th Ave. Landscaped areas on both sides of the Sunnyside Rd. including the planting strips between curb and sidewalk, behind the sidewalk, and all median areas from I-205 to 172nd AVE. Landscaped areas on both sides of 122nd Ave., and all planting strips between the curb and the sidewalk, behind the sidewalk, and all median areas. Landscaped areas on both sides of 139th Ave up to the barrier wall and/or retention pond fence, and including the wide area on hillside up to fence and barrier wall.

Number of Times Activity is Completed

| TASK             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Pre-Emergent     |     | 1   | 1   |     |     |     |     |     |     | 1   | 1   |     |
| Post-Emergent    |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Weed/Trim/Prune  |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Inspect/Rake out | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| Leaf removal     |     |     |     |     |     |     |     |     | 1   | 1   | 1   | 1   |

### Site Information:

Road Name: SE Sunnyside RD  
 Road Number: 12154  
 Project Number: RM-1027, RM-1028, RM-1052  
 Map Pg: 16, 17, 27, 28, & 65  
 Beg MP/Location: 0.68/ I-205  
 End MP/Location: 4.75/172nd Ave  
 Est. Square Footage=358,476  
 Road Name: 122nd Ave  
 Road Number: 22794  
 Project Number: RM-1040  
 Map Pg: 27  
 Beg MP/Location: 0.0/Sunnyside Rd  
 End MP/Location: 0.03/150' East  
 Est. Square Footage=8,246  
 Road Name: 139th Ave  
 Road Number: 22585  
 Map Pg: 28  
 Beg MP/Location: 0.0/Sunnyside Rd  
 End MP/Location: 0.05/200' South  
 Est. Square Footage=9,200  
**TOTAL EST. SQUARE FOOTAGE= 375,922**



## Zone #3: SE Sunnybrook Blvd.

### Site Description:

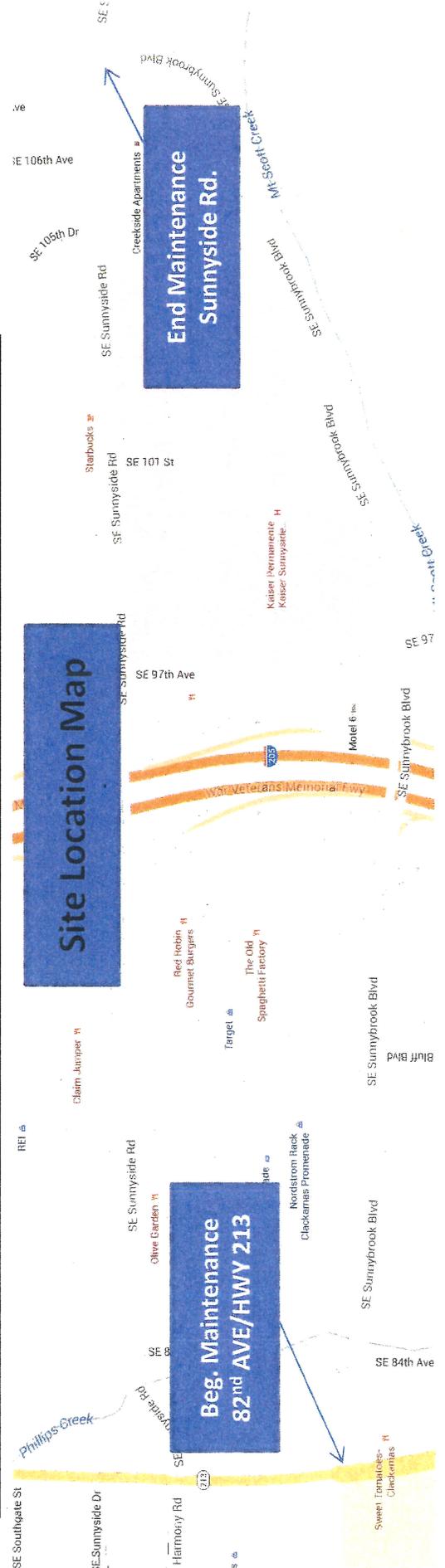
Landscaped areas on both sides of Sunnyside Blvd. including the planting strips between curb and sidewalk, behind the sidewalk, tree wells, and all median areas from 82<sup>nd</sup> AVE to Sunnyside Rd.

### Site Information:

Road Name: SE Sunnybrook Blvd.  
 Road Number: 22450  
 Project Number: RM-1029  
 Map Pg: 26  
 Beg. MP/Location: 0.01/82<sup>nd</sup> AVE  
 End MP/Location: 1.45/Sunnyside Rd.  
**Est. Square Footage=89,395**

Number of Times Activity is Completed

| TASK             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Pre-Emergent     |     | 1   | 1   |     |     |     |     |     |     | 1   | 1   |     |
| Post-Emergent    |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Weed/Trim/Prune  |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Inspect/Rake out | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| Leaf removal     |     |     |     |     |     |     |     |     | 1   | 1   | 1   | 1   |





## Zone #5: 172nd Ave.

### Site Description:

Landscaped areas on both sides of 172<sup>nd</sup> Ave including the planting strips between curb and sidewalk, behind the sidewalk, and all median areas from HWY 212 to Sunnyside Rd.

### Site Information:

Road Name: 172<sup>nd</sup> Ave.  
 Road Numbers: 23166, 23158  
 Project Number: RM-1051  
 Map Pg: 65  
 Beg. MP/Location: 0.0/HWY 212  
 End MP/Location: 0.99/Sunnyside Rd.  
**Est. Square Footage=144,517**

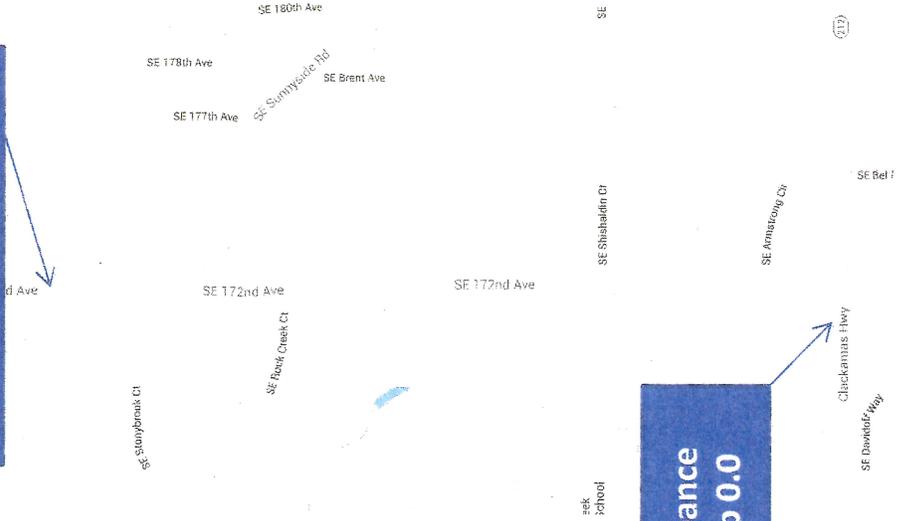
| TASK             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Pre-Emergent     |     | 1   | 1   |     |     |     |     |     |     | 1   | 1   |     |
| Post-Emergent    |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Weed/Trim/Prune  |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |
| Inspect/Rake out | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| Leaf removal     |     |     |     |     |     |     |     |     | 1   | 1   | 1   | 1   |

Number of Times Activity is Completed

### Site Location Map

End Maintenance  
 Sunnyside Rd.; mp 0.99

Beg. Maintenance  
 HWY 212; mp 0.0



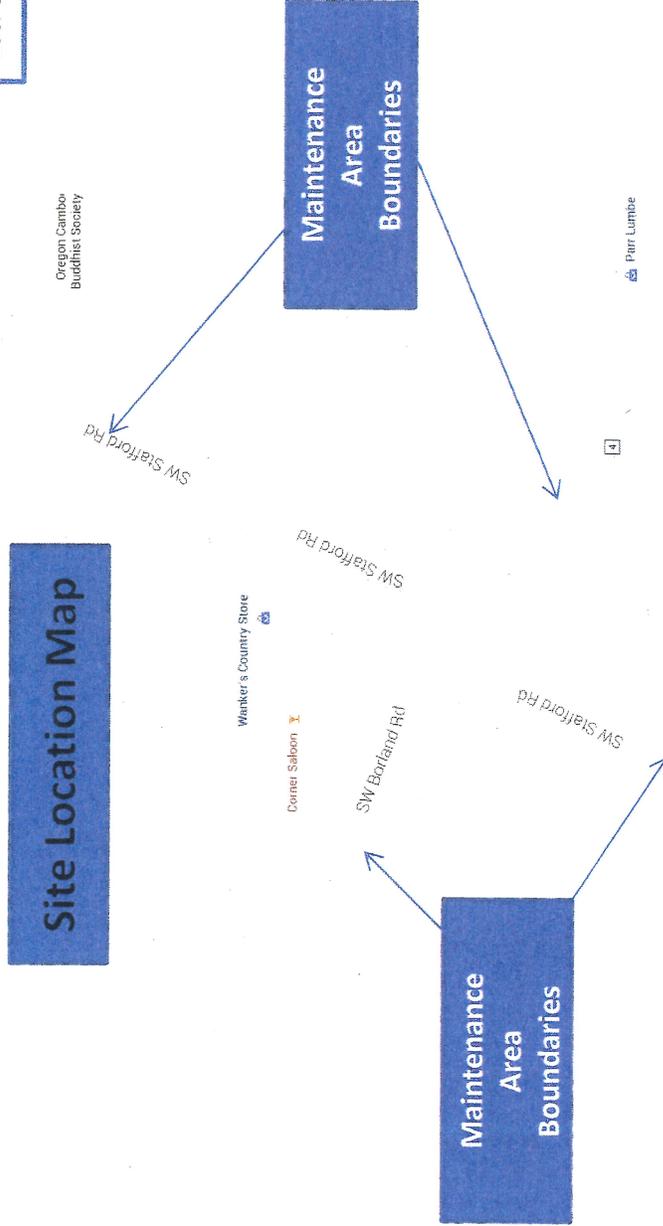
## Zone #6: Stafford/Borland Roundabout

### Site Description:

This zone includes the landscaped areas of the roundabout located at the intersection of Stafford Rd and Borland Rd. and includes the planting strips between curb and sidewalk, behind the sidewalk, and all median areas.

### Site Information:

Road Name: Stafford Rd.  
 Road Number: 30054  
 Project Number: RM-1043  
 Map Pg: 52, 82  
 Beg. MP/Location: 4.86/Roundabout  
 End MP/Location: 4.86/Roundabout  
**Est. Square Footage=23,958**



Number of Times Activity is Completed

| TASK             | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Pre-Emergent     |     | 1   | 1   |     |     |     |     |     |     | 1   | 1   |     |
| Post-Emergent    |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
| Weed/Trim/Prune  |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |
| Inspect/Rake out | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |
| Leaf removal     |     |     |     |     |     |     |     |     | 1   | 1   | 1   | 1   |

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



## Pacific Landscape Services, Inc. | RFP #2021-38 Landscape Services for DTD Proposal

### General Background and Qualifications

Pacific Landscape Services, Inc. | (PLSI) is a leading landscape contractor founded in 1998. Ownership has built a unique company based upon best-in-class customer service, quality employees, and reinvestment. Each has played a critical role in the company's development and has positioned them for sustained long-term growth.

#### Markets Served

PLSI is a diverse company with two divisions; Maintenance and Construction. The Maintenance Division provides landscape and irrigation maintenance services to commercial, retail, and industrial customers and wide variety of government agencies in Oregon and SW Washington. The Maintenance Division also works closely with property management firms to service multifamily housing developments and Homeowner Associations that these companies manage. In addition to routine maintenance, PLSI's Extra Service group offers water quality facility and wetland maintenance, seasonal planting and landscape décor, and field clearing, to name just a few of the services provided.

PLSI currently services more than 225 locations on 11 routes throughout the Portland-Metro area and the Willamette Valley. Growth of this division is predicated on the consistently high-quality work performed by PLSI's expert maintenance staff led by veteran Account Managers. PLSI is currently contracted and providing maintenance services for the following agencies: Washington State Patrol, Washington Department of Ecology, Portland Parks and Recreation, Portland Public Schools, Washington County, Willamette Education Service District, Salem Housing Authority, and Clackamas County.

The Construction Division consists of two groups: Homebuilder Services and General Construction. PLSI works closely with leading home builders like Hayden Homes and Lennar Corp. to install landscape and irrigation systems for their new homes. The scope of work often includes final grading, erosion control and hydroseeding as well as hardscapes such as paver patios and driveways, block retaining walls, as well as minor concrete flatwork. PLSI is currently deployed at 18 new home developments ranging from 18 to 255 lots. PLSI is on pace to install over 500 homebuilder landscapes in 2021.

PLSI's General Construction group is currently under contract to install 21 commercial and public works projects, including 6 public schools. PLSI recently completed our largest construction project to date, the Leach Botanical Garden Upper Garden Development project for the Portland Parks and Recreation Department. PLSI's scope of work included irrigation, landscape, and hardscapes and totaled over \$1.6M.



## Customer Service

Since day one ownership has recognized the importance of every customer and has built a management and operations team dedicated to providing the highest level of customer service possible. Unlike most in the industry, PLSI strives to answer every phone call. When that proves impossible, we return every message with a timely call back. When PLSI commits to a project we follow through; we deliver on time, on budget, and warranty our work to ensure all stakeholders are satisfied with the work performed. This approach has facilitated the development of long-term relationships with maintenance customers, contractors, and project owners.

*NW Natural Gas* (maintenance) 10-year relationship as their primary landscape and irrigation service provider.

*Goodwill of the Columbia Willamette* (maintenance) 18-year partnership servicing and managing the landscape and irrigation maintenance needs for all locations from Woodburn to Salmon Creek and Warrenton to Bend.

*Hayden Homes* (construction) 19-year relationship as their exclusive landscape and irrigation installer in the Willamette Valley. PLSI is an annual Signature Donor, donating all labor and materials to landscape one new home for First Story, a Hayden charitable foundation.

Customer service is the differentiator between PLSI and *all* other competitors. Consistent customer feedback is that the PLSI team is professional, responsive, and committed to performing quality work. For example, when a major storm event occurred in March of this year, PLSI was able to deploy crews that performed 331 hours of labor in four days to remove storm debris along Highway 212 and Sunnyside Road for Clackamas County. General contractors also report that when PLSI is on the project, the landscape and irrigation are no longer a thorn in their sides because PLSI arrives when scheduled, works safely and efficiently, coordinates well with other trades, and addresses any punch list items in a timely manner. The ongoing customer service commitment by the entire PLSI team continues to fuel the company's success and growth.

## Quality Employees

PLSI is committed to recruiting, training, and retaining the industry's best employees. PLSI ownership and management strive to achieve work/life balance, and PLSI crews work four 10-hour days, Monday through Thursday. This allows most hourly employees a 3-day weekend, or the opportunity for overtime if they so choose. Offering a full range of landscape maintenance and construction services affords each PLSI employee the ability to work in their preferred field with co-workers they like. Fit is a key concern when hiring any new employee, and Account Managers listen to their Leads and their crews when evaluating potential new hires or probationary employees for any position. On the job training is always available, and PLSI encourages employees to attend industry-related classes when possible. Unlike most competitors, PLSI employs our maintenance crews year-round, instead of laying them off for three months during the Winter. The company can do this because of the Extra Service backlog and ongoing construction schedule. While there is always turnover, PLSI ownership and management has a long track record of treating employees fairly and with respect; and this has resulted in very low turnover rates.



### Reinvestment

PLSI ownership is committed to reinvesting in the company and this distinguishes PLSI from competitors. The ongoing purchase of new tools, trucks, and equipment has ensured that every employee is confident they will have the right equipment in good condition to perform their assigned work safely and efficiently. PLSI is unique because of ownership's vision and the discipline to remain true to that vision; charge a fair price, pay a fair wage, avoid debt, and stand behind your work. This philosophy has taken the company from one part-time employee in 1997 to 130+ full-time employees in 2021 and will be the key to continued growth in future.

### Standard Company Information

Oregon Mailing Address: P.O. BOX 56436, Portland, OR 97238  
Clackamas Depot Address: 11811 SE Highway 212, Clackamas, OR 97140  
Hillsboro Depot Address: 21400 NW Cherry Lane, Hillsboro OR 97124  
Wilsonville Depot Address: 25500 SW Grahams Ferry Rd, Sherwood, OR 97140  
Tangent Shop Address: 32825 Highway 99E, Tangent, OR 97389  
Washington HQ Address: 2200 Roosevelt Ave, Vancouver, WA 98660

### Oregon License Information:

Oregon Landscape Contractors Board #8472  
Oregon Corporation Division Registry #396240-93  
Oregon Department of Agriculture license #83269  
Oregon Commercial Pesticide Operator #AG-L1031362CPO  
Oregon Pesticide Applicator license #AG-L1030600CPA

### Oregon Bond & Insurance Information:

Western Surety Company - Bond #14916928  
OR Public Works Bond #62918413  
Western National Assurance Co - Liability Insurance #CPP120619202

### Washington License Information:

Washington Master Business License #602 462 861  
Washington Contractors License #PACIFLS950C2  
Washington Reseller Permit #A10 593613  
Washington Erosion & Sediment Control Lead #17349

### Washington Bond & Insurance Info:

Western Surety Company - Bond #15255549  
Western National Assurance Co - Liability Insurance #CPP120619202



**Scope of Work**

Standard Personal Protective Equipment, per employee

Class 2 Reflective Vest                      Safety Glasses/Goggles                      Ear Plugs/Muffs  
Work Gloves                                      Respirator

Task Specific Personal Protective Equipment

Head: Hard Hat/Face Shield                      Legs: Chaps                                      Hands: Puncture Resistant Gloves  
Chemicals: Chemical Resistant Gloves, Respirator, Coveralls, Boots

Oregon Landscape Contractors License

**Pacific Landscape Services, Inc. I**

Doing Business As:  
License Number: 8472  
Status: Active  
Phase: All Phases  
Backflow Status: Plus Backflow  
Initial License Date: Jan-09-2007  
License Expiration: Jan-31-2022  
Bond Amount: 15000.00  
Liability Insurance Amount: \$2,000,000.00  
Worker's Compensation: Required  
Entity Type: Corporation  
Address: 2200 Roosevelt Ave  
City: Vancouver  
State: Washington  
Zip Code: 98660  
County: OUT OF STATE  
Business Phone Number: (360) 910-2749



Oregon Department of Agriculture Commercial Pesticide Business and Operators Licenses

**PACIFIC LANDSCAPE SERVICES INC**      **AG-L1031362CPO**  
DBA: PACIFIC LANDSCAPE SERVICES INC      Commercial Pesticide Operator  
Mailing: VANCOUVER WA 98660      Active 12/31/2021  
Clark  
Location: VANCOUVER WA 98660  
  
Categories: Ornamental & Turf - Insecticide & Fungicide,  
Ornamental & Turf - Herbicide

**MIGUEL CHAVEZ**      **AG-L1030600CPA**  
Mailing: VANCOUVER WA 98661      Commercial Pesticide Applicator  
Clark      Active 12/31/2021  
  
Categories: Ornamental & Turf - Insecticide & Fungicide,  
Ornamental & Turf - Herbicide

**GERARDO FLORES REYES**      **AG-L1008718CPA**  
Mailing: BEAVERTON OR 97006      Commercial Pesticide Applicator  
Washington      Active 12/31/2021  
  
Categories: Aquatic,  
Ornamental & Turf - Insecticide & Fungicide,  
Ornamental & Turf - Herbicide

Field Staff Summary

Miguel Chavez      Licensed Pesticide Applicator. 12 years’ experience.  
Gerardo Flores      Licensed Pesticide Applicator. 9 years’ experience.  
Ignacio Juarez Morales      Crew Lead; 7 years’ experience in all aspects of landscape maintenance.  
Gaudencio Villa Castro      Crew Member; 12rs’ experience in all aspects of landscape maintenance.  
Juan Hernandez      Crew Member; 7 years’ experience in all aspects of landscape maintenance.  
Laurencio Martinez      Crew Member; 3 years’ experience in all aspects of landscape maintenance.  
Gerardo Garcia      Crew Lead; 12 years’ experience in all aspects of landscape maintenance.  
Edgar Torrez      Crew Member; 7 years’ experience in all aspects of landscape maintenance.  
Jorge Naal      Crew Member; 1 year experience in all aspects of landscape maintenance.



**Equipment List**

PLSI is servicing the Clackamas County DTD maintenance contract with the following equipment based in Clackamas:

Maintenance Service Truck #48, 2020 Ford F-350, equipped with the following:

First Aid Kit, Hazard Triangles, Fire Extinguisher, and Accident Report Form

Enclosed Maintenance Trailer, 2020 Mirage 16', equipped with the following:

- |                                   |   |
|-----------------------------------|---|
| 1 each 36" Scag Commercial Mower  | 1 each 48" Scag Commercial Riding Mower |
| 3 each Toro 21" Commercial Mowers | 2 each Stihl FS 131R String Trimmers    |
| 2 each Stihl HL100 Power Shearer  | 1 each Stihl FC110 Hard Edger           |

Traffic Control Equipment compliant with the Manual on Uniform Traffic Control Devices (MUTCD) and the Oregon MUTCD Supplement, consisting of the following when appropriate:

- Shadow Vehicle, Truck #44: 2020 Ford F-250, equipped as needed for mobile work
- Portable Warning Signs                      Orange Traffic Cones

Maintenance Service Truck #36, 2020 Ford F-350 4x4, equipped with the following:

First Aid Kit, Hazard Triangles, Fire Extinguisher, and Accident Report Form

Enclosed Maintenance Trailer, 2017 Wells Cargo 16', equipped with the following:

- |                                   |   |
|-----------------------------------|---|
| 1 each 36" Scag Commercial Mower  | 1 each 48" Scag Commercial Riding Mower |
| 3 each Toro 21" Commercial Mowers | 2 each Stihl FS 131R String Trimmers    |
| 2 each Stihl HL100 Power Shearer  | 1 each Stihl FC110 Hard Edger           |

Other key equipment planned for use as needed includes:

2021 Isuzu FTR Hooklift Truck with Dumpster – for debris cleanup and removal

Spray Service Truck #24, 2003 Chevy 2500, equipped with the following:

First Aid Kit, Hazard Triangles, Fire Extinguisher, and Accident Report Form

Spray Trailer equipped with 2014 Rear's Mfg. Co. 300-gallon spray tank, serial number 5-12-1001

PermaGreen Triumph Spreader/Sprayer – for fertilization and herbicide applications



## References

NW Natural Gas – 10 years of service

Kimberly Tyler | Facilities Management Specialist

220 NW 2nd Avenue | Portland, OR. 97209

Telephone: (503) 721-2450 | Cell: (503) 709-9453

[kjt@nwnatural.com](mailto:kjt@nwnatural.com)

Goodwill Industries of the Columbia Willamette – 18 years of service

Jason Santos | Project Manager

1943 SE Sixth Avenue | Portland OR 97214

Telephone: (503) 238-6123 | Cell: (503) 501-7453

[jsantos@gicw.org](mailto:jsantos@gicw.org)

Dollar Tree – 3 years of service

Delvin Massey | Maintenance Manager

8400 South Union Ridge Parkway | Ridgefield, WA 98642

Telephone: (360) 887-9477 extension 24776

[dmassey@@dollartree.com](mailto:dmassey@@dollartree.com)

**PROPOSAL CERTIFICATION**  
**RFP #2021-38**

Submitted by: Pacific Landscape Services, Inc. I  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** 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.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Dina Smith

Date: 5-20-21

Signature: 

Title: Owner

Email: derek@pacificlandscapeservices.com

Telephone: (360)946-4284

Oregon Business Registry Number: 1512150-93

OR CCB or LCB #: OR Landscape Contractor #8472

Business Designation (check one):

Corporation    Partnership    Sole Proprietorship    Non-Profit    Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

I affirm my company's intent to be bound by the proposal we have submitted in response to the County RFP. Thank You, 

**EXHIBIT C  
FEE SCHEDULE**

**FEE SCHEDULE**

**RFP 2021-38 Landscape Maintenance for DTD**  
**Refer to Attachment "B" for Detailed Break-down and Maps**  
**Price per 1,000 sq ft per Zone, per Month**

| AREA                     | Jan         | Feb         | Mar          | Apr          | May          | June         | July         | Aug          | Sept         | Oct          | Nov          | Dec         | ANNUAL TOTAL  |
|--------------------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|---------------|
| Zone 1 - 175,178 sq. ft. | \$ 1,751.78 | \$ 1,751.78 | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 3,503.56  | \$ 1,751.78 | \$ 36,787.38  |
| Zone 2 - 310,006 sq. ft. | \$ 4,650.09 | \$ 4,650.09 | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 9,300.18  | \$ 4,650.09 | \$ 97,651.89  |
| Zone 3 - 89,395 sq. ft.  | \$ 893.95   | \$ 893.95   | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 1,787.90  | \$ 893.95   | \$ 18,772.95  |
| Zone 4 - 67,543 sq. ft.  | \$ 675.43   | \$ 675.43   | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 1,350.86  | \$ 675.43   | \$ 14,184.03  |
| Zone 5 - 144,517 sq. ft. | \$ 1,445.17 | \$ 1,445.17 | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 2,890.34  | \$ 1,445.17 | \$ 30,348.57  |
| Zone 6 - 23,958 sq. ft.  | \$ 239.58   | \$ 239.58   | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 479.16    | \$ 239.58   | \$ 5,031.18   |
| <b>TOTAL PER MONTH:</b>  | \$ 9,656.00 | \$ 9,656.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 19,312.00 | \$ 9,656.00 | \$ 202,776.00 |

**Other Fees: (Please identify item or Service and associated Fees)**

|  |  |
|--|--|
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|  |  |

**Proposer:** Pacific Landscape Services, Inc. I  
 (Please print company name)

**Name:** Dina Smith  
 (Please print name)

**Authorized Signature:**  5/20/2021  
 Date

Draft

## Approval of Previous Business Meeting

Minutes:

June 10, 2021

June 16, 2021

June 24 2021

July 1, 2021

July 8, 2021

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, June 10, 2021 – 6:00 PM**

**Virtual Meeting via Zoom and in Person**

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

**EXCUSED: Chair Tootie Smith**

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**Vice Chair Savas moved Public Communication up first:**

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

Opened Public Hearing:

General Public Hearing In person

1. Jo Haverkamp - Clackamas County – Mark Shull
2. Leila Blakely – Sandy – We the People
3. Tonya Sare- Oregon City – We The People
4. Mike Hammons-Damascus- Saying Hello from the CPO
5. Kevin Moss – Boring – NCPRD/ABC's
6. Gina Tallerino – Happy Valley – No Vaccine Passport/no segregation
7. Cris Waller – Milwaukie – Mark Shull
8. Mike Weber – Milwaukie – Good Governance
9. Leslie Mateus – Oregon City – Shot/Mask
10. Chris Calvert – Oregon City – Covid Passport/Sanctuary
11. Anthony Bowen – Portland –
12. Yvonne Lazarus – Milwaukie – BCC
13. Les Poole – Gladstone –
14. Angela Pederson – Oregon City – Vaccine Mandate

General Public Hearing Zoom

1. \*Dr. Katherine Lopez Sankey – Lake Oswego – Requesting you enact policies that prevent discrimination based on vaccine status
2. Ron Vrooman – Beaverton – Constitutional Republican form of government
3. Shelley Cook – Oregon City – I'm in complete support of the passport vaccine ban!!!!
4. \*Stephanie Meyer – Sandy - I support having a BAN of the vaccine passport
5. Deedra Thompson – Sandy – Vaccine Passports
6. Christine Prudence – Welches – Vaccine passports/sections
7. Brittney Waugh - Clackamas County – Vaccine Passport
8. Tim Smith - Wilsonville – Commissioner marks status Liaison
9. Bill Wehr - Clackamas County – Public Policy
10. Jim and Christine McIntyre – Oak Grove – Vaccine Passport Ban

**\*Registered for Public Comment but did not speak**

Closed Public Hearing

**\*\*\*Ice Storm Updates** <https://www.clackamas.us/meetings/bcc/business>

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

~Board Discussion~

**Vice-Chair Savas: The Board will now Recess as the Board of County Commissioners and Convene as the Housing Authority Board for the next items on the agenda.**

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

1. Approval to execute contracts between HACC and Yardi/RentGrow to purchase a new fully integrated housing authority specific software service system. Total value for both contracts over the contract term is \$890,000.00 with funding through Housing Authority and HUD CARES Act funds. No general funds are involved. – HACC
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2021. The total amount to write off is \$17,731.17. No general funds are involved. - HACC

Commissioner Leenstra: I move we accept the consent agenda for the Housing Authority

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Vice Chair Savas: Aye.–the motion carries 5-0

**The Board will now adjourn as the Housing Authority and reconvene as the Board of County Commissioners for the next items on the agenda.**

**II. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. First Reading of County Parks Fine and Code Changes (Tom Riggs, Business and Community Services)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Commissioner Fischer: I move for amendment of the code to add “where restroom facilities are provided to L4”

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: No.

Commissioner Fischer: Aye.

Vice Chair Savas: Aye.–the motion carries 3-1

Commissioner Schrader: I move to read the ordinance by title only as amended

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: No.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Vice Chair Savas: Aye.–the motion carries 3-1

The second reading will be on Thursday, June 24, 2021 at the Board's regular scheduled Business meeting at 10 AM.

III. **\*CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

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

1. Approval to Accept a Grant Award with Kaiser Permanente Community Health, in partnership with Oregon Primary Care Association for support COVID-19 vaccination efforts. The maximum agreement value is \$100,000 with funding through Oregon Primary Care Association. No County General Funds are involved. – Health Centers
2. Approval to Accept a Grant Award with Health Resources and Services Administration (HRSA) for American Rescue Plan Act (ARPA) Funding for Health Centers. The Maximum agreement value is \$3,563,000 with funding through health resources and services administration. No county general funds are involved. – Health Centers
3. Approval to Apply to Funding Opportunity with CareOregon for CareOregon Emergency Relief Funds. The Maximum agreement value is \$750,000 with funding through Care Oregon. No county general funds are involved. – Health Centers
4. Approval of an Intergovernmental Agreement (IGA) with Oregon Health Authority and Clackamas County Public Health Division. This is a FEMA Revenue Agreement only. No county general funds are involved – Public Health
5. Approval of a Local Subrecipient Grant Amendment #1 with Northwest Family Services to provide Ready for Kindergarten workshops and educational supplies to families with young children. Amendment #1 adds \$7,998 for a maximum value of \$56,558.40 and extends the end date to September 30, 2021. No county general funds are involved – CFCC
6. Approval for a Revenue Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the Reproductive Health Program. This is revenue generated through fees for services. No county general funds are involved – Health Centers
7. Approval of a Local Subrecipient Amendment #1 with Clackamas County Children's Commission to provide Head Start/Early Head Start children access to Ready Rosie programming and Ready for Kindergarten supplies. Amendment #1 adds \$37,765 for a revised amount of \$50,685.47. No match is required. No county general funds are involved. – CFCC
8. Approval to Purchase one Category B Bus from Schetky Northwest Sales, Inc. For Use by Mt. Hood Express Transit Service. Total purchase cost is \$198,216 and is funded through HB 2017 Statewide Transportation Improvement Funds by contract with TriMet. No county general funds are involved. – Social Services
9. Approval of a Local Subrecipient Grant Amendment #1 with Todos Juntos to provide Brain Box early learning materials and training to families located in Canby or Molalla. Amendment #1 adds \$17,049 for a revised amount of \$50,805 with funding through Oregon Community Foundation and Oregon State University. No county general funds are involved – CFCC
10. Approval of Amendment #02 to a Contract with Northwest Family Services for Drug and Alcohol Pre-Engagement and Prevention Activities. Amendment #2 adds \$51,140.08 for a new contract maximum of \$153,420.23 with funding through the State of Oregon. No county general funds are involved – Behavioral Health
11. Approval of Amendment # 1 of the Sub-recipient Professional Services Agreement with Cascade AIDS Project (CAP) for HIV Testing and Counseling Services. The maximum agreement value is \$75,244 and is funded through the State of Oregon. No county general funds are involved. – Public Health

12. Approval of Amendment #01 to the Sub-recipient Professional Services Agreement with Outside In, for HIV Testing and Counseling Services. The maximum agreement value is \$22,477 and is funded through the State of Oregon. No county general funds are involved – Public Health

**B. Transportation & Development**

1. Approval of a Contract with T.F.T Construction, Inc., for the Kelso Road/ Richey Road Paving Package; Total Contract Value \$1,019,342.00 with funding through the County Road Fund. No general funds are involved.

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**D. Disaster Management**

1. Approval of a Subrecipient Agreement Amendment between the City of Portland and Clackamas County for purchase and reimbursement activities related to the use of the FY18 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program. FY18 Urban Area Security Initiative funds under the Clackamas County agreement will not be amended and remain a total of \$443,381. The funding source is the United States Department of Homeland Security via the Oregon Military Department. No general funds are involved.
2. Approval of Amendment No. 1 to Intergovernmental Agreement between the State of Oregon (Oregon State Police) and Clackamas County for Medical Examiner's Office Building Agreement. Clackamas Medical Examiner's Office will be paying \$3,318.44 monthly for use of the Oregon State Medical Examiner's Office Facility and Log Case Management System. This is budgeted expense and will come from General Funds.
3. Approval to Apply for FY2021 Emergency Management Performance Grant between Clackamas County and the State of Oregon. The grant agreement total value anticipated is around \$212,000. The grant is a 50% federal share grant that will reimburse Clackamas County Disaster Management for up to fifty percent of salaries and benefits of six employees. This will include general funds and is budgeted.

**E. Community Corrections**

1. Approval of Amendment # 2 Grant Agreement JR-19-003 with the State of Oregon, Criminal Justice Commission, Justice Reinvestment for Clackamas County Community Corrections Programs. This is a reduced funds amendment, it will reduce funds by \$24,944.51 making the awarded balance remaining of \$2,251,703.70. Funding for this is through the Criminal Justice Commission. No general funds are involved.
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon State Parks, Milo McIver State Park to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$30,000 in revenue to support the Community Service Program. No general funds are involved.
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Oregon City to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$10,000 in revenue to support the Community Service Program. No general funds are involved.
4. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Milwaukie to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$6,000 in revenue to support the Community Service Program. No general funds are involved.
5. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$10,000 in revenue to support the Community Service Program. No general funds are involved.
6. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Fair Board to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$6,000 in revenue to support the Community Service Program. No general funds are involved.

7. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Happy Valley Park to provide Work Crew Services from July 1, 2021 through June 30, 2022. This will provide approximately \$40,000 in revenue to support the Community Service Program. No general funds are involved.

**F. Technology Services**

1. Approval for a Service Level Agreement between CBX and Allstream Business US for dark fiber connections. The monthly recurring cost for the connections will be \$1,465.00 with a nonrecurring cost of \$98,500.00. The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Allstream Business US. No general funds are involved.

Commissioner Shull: I move for Approval of the consent agenda

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Vice Chair Savas: Aye.—the motion carries 4-0

**The Board will recess as the Board of County Commissioners and convene as the Board for Water Environment Services for the next consent agenda.**

**IV. \*WATER ENVIRONMENT SERVICES CONSENT AGENDA**

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

1. Approval of Amendment No. 2 to an Intergovernmental Agreement between Water Environment Services and the City of Happy Valley, Oregon For Street Sweeping Services. Amendment #2 is for the amount of \$83,000 with funding through WES Surface Water Operating Fund. No county general funds are involved.
2. Approval of a Resolution Authorizing the Director of Water Environment Services to Release Liens in the North Clackamas Revitalization Area. Potentially foregoing an increase in SDC revenues of about \$5,800 per release. No county general funds are involved.

Commissioner Shull: I move for Approval of the water environment services consent agenda

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Vice Chair Savas: Aye.—the motion carries 4-0

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**Adjourned 8:08 PM**

## 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, June 16, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

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

**EXCUSED:** Commissioner Paul Savas

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

**\*\*\*Wild Fire Updates** <https://www.clackamas.us/meetings/bcc/business>

~Board Discussion~

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

~Board Discussion~

### I. PUBLIC HEARINGS <https://www.clackamas.us/meetings/bcc/business>

#### Clackamas County Budget

1. **Resolution No. 2021- 36** Adopting the Clackamas County FY 2021-2022 Budget, making Appropriations, Imposing and Categorizing Taxes for the Period of July 1, 2021 through June 30, 2022 (Sandra Montoya, Budget Manager)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Chair Smith: I move we approve Resolution No. 2021-36 adopting the Fiscal Year 2021-22 budget of \$1,035,465,469 for Clackamas County and make the necessary appropriations and impose and categorize taxes

Commissioner Schrader: Second

~Board Discussion~

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Schrader: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will recess as the Board of County Commissioners and convene as the Enhanced Law Enforcement District for the next item.**

#### Enhanced Law Enforcement District

2. **Resolution No. 2021- 37** Adopting the Clackamas County Enhanced Law Enforcement District 2021-22 Fiscal Year Budget, making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2021 through June 30, 2022 (Sandra Montoya)

~Board Discussion~  
Opened Public Hearing  
No Public Hearing  
Closed Public Hearing

Commissioner Schrader: I move we approve Resolution No. 2021-37 adopting the Fiscal Year 2021-22 budget of \$8,007,681 for the Clackamas County Enhanced Law Enforcement District and make the necessary appropriations and impose and categorize taxes  
Commissioner Fischer: Second  
Clerk called the Poll  
Commissioner Shull: Aye.  
Commissioner Schrader: Aye.  
Commissioner Fischer: Aye.  
Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as the Enhanced Law Enforcement District and convene as the Clackamas County Extension and 4-H Service District for the next item.**

### **Clackamas County Extension & 4-H Service District**

3. **Resolution No. 2021- 38** Adopting the Clackamas County Extension and 4-H Service District 2021-2022 Fiscal Year Budget, making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2021 through June 30, 2022 (Sandra Montoya)

~Board Discussion~  
Opened Public Hearing  
No Public Hearing  
Closed Public Hearing

Commissioner Shull: I move we approve Resolution No. 2021-38 adopting the Fiscal Year 2021-22 budget of \$10,967,078 for Clackamas County Extension and 4-H Service District and make the necessary appropriations and impose and categorize taxes  
Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Schrader: Aye.  
Commissioner Fischer: Aye.  
Commissioner Shull: Aye.  
Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as the Clackamas County Extension and 4-H Service District and convene as the Library Service District of Clackamas County for the next item.**

### **Library Service District of Clackamas County**

4. **Resolution No. 2021- 39** Approval of a Resolution for the Library Service District of Clackamas County Adopting a 2021/2022 Fiscal Year Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2021 through June 30, 2022 (Sarah Eckman)

~Board Discussion~  
Opened Public Hearing

No Public Hearing  
Closed Public Hearing

Commissioner Schrader: I move we approve Resolution No. 2021-39 adopting the Fiscal Year 2021-22 budget of \$22,973,735 for Clackamas County Library Service District and make the necessary appropriations and impose and categorize taxes.”

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as the Library Service District of Clackamas County and convene as the North Clackamas Parks & Recreation District for the next items.**

### **North Clackamas Parks & Recreation District**

5. **Resolution No. 2021- 40** Adopting the North Clackamas Parks and Recreation District Budget for Fiscal Year 2021-2022, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2021 through June 30, 2022 (Elizabeth Gomez)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Commissioner Shull: I move we approve Resolution No. 2021-40 adopting the Fiscal Year 2021-22 budget of \$38,352,943 for North Clackamas Parks and Recreation District and make the necessary appropriations and impose and categorize taxes.”

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as the North Clackamas Parks & Recreation District and convene as the Development Agency for the next item.**

### **Clackamas County Development Agency**

6. **Resolution No. 2021- 41** Adopting and Appropriating Funds for the 2021-2022 Budget for the Clackamas County Development Agency (Dave Queener)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Commissioner Schrader: I move we approve Resolution No. 2021-41 adopting the Fiscal Year 2021-22 budget of \$42,043,286 for Clackamas County Development Agency and make the necessary appropriations

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as the Development Agency and convene as Clackamas County Service District No. 5 (Street Lighting) for the next two items.**

### **Service District No. 5, Street Lighting**

7. **Resolution No. 2021- 42** Adopting and Appropriating Funds for the 2021-2022 budget for Clackamas County Service District No. 5 (Wendi Coryell)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Commissioner Shull: I move we approve Resolution No. 2021-42 adopting the Fiscal Year 2021-22 budget of \$5,374,979 for Clackamas County Service District No. 5 and make the necessary appropriations.

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Schrader: Aye.

Chair Smith: Aye.–the motion carries 4-0

8. **Resolution No. 2021- 43** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5 (Wendi Coryell)

~Board Discussion~

Opened Public Hearing

No Public Hearing

Closed Public Hearing

Commissioner Shull: I move we approve Resolution No. 2021-43 Setting Rates for Street Lighting Service Charges for the 2021-2022 Budget for Clackamas County Service District No. 5.”

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as Clackamas County Service District No. 5 and convene as the Governing Body for Water Environment Services for the next four items.**

**Water Environment Services**

9. **Resolution No. 2021- 44** Adopting a Fiscal Year 2021-22 Budget and Making Appropriations for Water Environment Services (Chris Storey)

~Board Discussion~  
Opened Public Hearing  
No Public Hearing  
Closed Public Hearing

Commissioner Schrader: I move we approve Board Order No. 2021-44 Adopting a Fiscal Year 2021-22 Budget of \$118,312,358 for Clackamas Water Environment Services and make the necessary appropriations.

Commissioner Fischer: Second  
Clerk called the Poll  
Commissioner Shull: Aye.  
Commissioner Schrader: Aye.  
Commissioner Fischer: Aye.  
Chair Smith: Aye.–the motion carries 4-0

10. **Board Order No. 2021- 45** Amending and Adopting Rates and Charges for Water Environment (Chris Storey)

~Board Discussion~  
Opened Public Hearing  
No Public Hearing  
Closed Public Hearing

Commissioner Schrader: I move we approve Board Order No. 2021-45 amending and Adopting Rates and Charges for Water Environment Services for Fiscal Year 2021-22.

Commissioner Shull: Second  
Clerk called the Poll  
Commissioner Fischer: Aye.  
Commissioner Schrader: Aye.  
Commissioner Shull: Aye.  
Chair Smith: Aye.–the motion carries 4-0

11. **Resolution No. 2021- 46** Adjusting System Development Charges for Water Environment Services for FY 2021-2022 (Chris Storey)

~Board Discussion~  
Opened Public Hearing  
No Public Hearing  
Closed Public Hearing

Commissioner Shull: I move we approve Resolution No. 2021-46 Adjusting System Development Charges for Water Environment Services for Fiscal Year 2021-2022

Commissioner Fischer: Second  
Clerk called the Poll  
Commissioner Shull: Aye.

Commissioner Schrader: Aye.  
Commissioner Fischer: Aye.  
Chair Smith: Aye.–the motion carries 4-0

12. **Board Order No. 2021- 47** Consolidating Funds and Eliminating an Unnecessary Fund for Water Environment Services (Chris Storey)

~Board Discussion~  
Opened Public Hearing  
No Public Hearing  
Closed Public Hearing

Commissioner Shull: I move we approve Board Order No. 2021-47, Consolidating Funds and Eliminating an Unnecessary Fund for Water Environment Services for Fiscal Year 2021-22

Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Fischer: Aye.  
Commissioner Schrader: Aye.  
Commissioner Shull: Aye.  
Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as Clackamas County Water Environment Services and Re-convene as the Board of County Commissioners for the remainder of the meeting.**

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

**A. Business and Community Services**

1. Approval of Local Grant Agreement Amendment #4 between Clackamas County and Micro Enterprise Services of Oregon (MESO) for MESO to provide a small grants program on behalf of Clackamas County in support of the local business community impacted by the COVID-19 pandemic. This Amendment adds \$672,000 in CARES Act funding. No county general funds are involved.

Commissioner Shull: I move for Approval of the consent agenda  
Commissioner Schrader: Second  
Clerk called the Poll  
Commissioner Schrader: Aye.  
Commissioner Shull: Aye.  
Commissioner Fischer: Aye.  
Vice Chair Savas: Aye.–the motion carries 4-0

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

**Opened Public Hearing**

General Public Comment in Person:

1. Yvonne Lazarus – Milwaukie – County
2. Keith Johnson – Oregon City – Citizen Comment
3. Liza Dormady - Clackamas County – Public Comment
4. Jo Haverkamp - Clackamas County – Public Comment
5. Les Poole - Clackamas County – Vaccines/E.Integrity
6. Leila Blakely – Sandy – Vaccine Passport Ban
7. Deb Frassette – Damascus – Vaccine Passport

8. Gina Tallerino – Happy Valley – Vaccine Passport Ban

General Public Comment Zoom:

1. Christine Kennedy - Clackamas County – Covid and performance of Clackamas County in reopening
2. Caroline Comer – West Linn – Public Hearings
3. Cris Waller – Milwaukie – June 10th Business Meeting
4. Michael Weber – Milwaukie - June 10th Business Meeting
5. Bill Wehr - Clackamas County – Public Policy
6. Bridgette Oldridge – West Linn – V Verification
7. Connie Lee – Lake Oswego - Racism and anti-covid in Clackamas County
8. Simon Fulford - Clackamas County – Nonprofit funding Cuts

**Closed Public Hearing**

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

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

**Adjourned 12:41 PM**

## **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, June 24, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

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

- Roll Call
- Pledge of Allegiance

### **\*\*\*COVID Updates**

~Board Discussion~

**Chair Smith: Announce the Board will recess as the Board of County Commissioners and convene as the Housing Authority of Clackamas County Board for the next item.**

### **I. HOUSING AUTHORITY OF CLACKAMAS COUNTY PUBLIC HEARING**

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

1. Resolution No. 1955 Approving the Housing Authority of Clackamas County FY 2021-2022 Budget for the period of July 1, 2021 through June 30, 2022. The budget is for \$74,704,477.

~Board Discussion~

### **Opened Public Hearing**

HACC Public Comment In Person:

1. Les Poole – Gladstone – HACC

HACC Public Comment Zoom:

1. Rose Fuller – Milwaukie – SHS HACC Budget
2. August Wilson – Milwaukie – HACC Budget Hearing
3. Melissa Earlb Baum – OregonCity – HACC Hearing
4. Susan Robertson – Lake Oswego – lack of housing options and long wait lists for mental health housing; NAMI and Housing difficulties experienced by seriously mental ill people

### **Closed Public Hearing**

Commissioner Shull: I move we approve Resolution No. 1955 approving the Fiscal Year 2021-22 budget of \$74,704,477 for the Housing Authority of Clackamas County.

Commissioner Schrader: Second

~Board Discussion~

Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Savas: Aye

Commissioner Schrader

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

**Chair Smith: Announce the Board will adjourn as the Housing Authority of Clackamas County Board and convene as the Clackamas County Board of Commissioners for the next 4 items.**

## **II. PUBLIC HEARINGS**

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

- 1. Second Reading of County Parks Fine and County Code Changes – *first reading on 6/10/21* (Tom Riggs, Business and Community Services)**

~Board Discussion~

### **Opened Public Hearing**

No Public Hearing

### **Closed Public Hearing**

Commissioner Shull: I move we approve the County Parks Fine and County Code Changes

Commissioner Fischer: Second

~Board Discussion~

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

- 2. Approval of a Board Order Approving Solid Waste Management Fee Adjustments for Collection Service (Dan Johnson, Department of Transportation and Development)**

~Board Discussion~

### **Opened Public Hearing**

Solid Waste Public Comment In Person:

1. Beth Vargas Duncan – Salem – Solid Waste Rates

Solid Waste Public Comment Zoom:

N/A

### **Closed Public Hearing**

Commissioner Shull: I move we approve the Board Order approving the Solid Waste Management Fee Adjustment for Collection Service.

Commissioner Savas: Second

~Board Discussion~

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Shull: Aye.

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

### **\*Point of Order\***

On the Second Reading of County Parks Fine and County Code Changes there was a motion that was missed

~Board Discussion~

Commissioner Savas: I move we read this ordinance by title only.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Shull: Aye.

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

3. **Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2020-2021. Increase in appropriations of \$6,646,390 funded through Fund Balance, Federal and State Operating Grants, and Interfund Transfers (Sandra Montoya, Finance)**

~Board Discussion~

**Opened Public Hearing**

No Public Hearing

**Closed Public Hearing**

Commissioner Shull: I move we approve the Clackamas County Supplemental Budget Resolution for Fiscal Year 2020-2021. Increase in appropriations of \$6,646,390 funded through Fund Balance, Federal and State Operating Grants, and Interfund Transfers

Commissioner Schrader: Second

~Board Discussion~

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

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

4. **Approval of Resolution \_\_\_\_\_ for Bid Exemption and Authorization to use the CM/GC RFP Procurement Method for Oak Lodge and Gladstone Community Project (Sarah Eckman, Business and Community Services)**

~Board Discussion~

**Opened Public Hearing**

No Public Hearing

**Closed Public Hearing**

Commissioner Savas: I move we approve Resolution granting an exemption from competitive bidding for the Oak Lodge Library and Community Center and Gladstone Library projects by means of a construction manager/general contractor and authorizing selection by request for proposals

Commissioner Shull: Second

~Board Discussion~

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

**Chair Smith: Announce the Board will recess as the Board of County Commissioners and convene as the North Clackamas Parks and Recreation District Board for the next item.**

**III. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT PUBLIC HEARING**

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

1. Approval of Resolution \_\_\_\_\_ for Bid Exemption and Authorization to use the CM/GC RFP Procurement Method for Oak Lodge and Gladstone Community Project

~Board Discussion~

**Opened Public Hearing**

No Public Hearing

**Closed Public Hearing**

Commissioner Shull: I move we approve Resolution granting an exemption from competitive bidding for the Oak Lodge Library and Community Center and Gladstone Library projects by means of a construction manager/general contractor and authorizing selection by request for proposals

Commissioner Schrader: Second

~Board Discussion~

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

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

**Chair Smith: Announce the Board will recess as the NCPRD Board and convene as the Water Environment Services Board for the next item.**

**IV. WATER ENVIRONMENT SERVICES PUBLIC HEARING**

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

1. Approval of Resolution \_\_\_\_\_ for a Water Environment Services Supplemental Budget for Fiscal Year 2020-21 (Chris Storey, Water Environment Services)

~Board Discussion~

**Opened Public Hearing**

No Public Hearing

**Closed Public Hearing**

Commissioner Schrader: I move we approve Resolution for a Water Environment Services Supplemental Budget for Fiscal Year 2020-21.

Commissioner Shull: Second

~Board Discussion~

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Shull: Aye.

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

**Chair Smith: Announce the Board will adjourn as Clackamas County Water Environment Services and Re-convene as the Board of County Commissioners for the consent agenda**

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

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

1. Approval of a Local Subrecipient Agreement with Children's Center to Provide Child Abuse Medical Assessments. \$181,800 funded through County General Fund. – CFCC
2. Approval of a Subrecipient Grant Amendment #3 with Community Living Above to provide Youth Marijuana and Substance Abuse Prevention Efforts in West Linn/Wilsonville. Amendment #3 adds \$30,000 for a maximum value of \$120,000 and extends the end date to June 30, 2022. Funded through marijuana Tax Revenue. No County General Fund involvement. – CFCC
3. Approval of a Local Subrecipient Grant Agreement Amendment #2 with Todos Juntos to provide Kindergarten Readiness Partnership and Innovation Services. Amendment #2 adds \$67,630 for a maximum value of \$286,341 and extends the end date to September 30, 2021. Funded through the state of Oregon. No County General Fund involvement. – CFCC
4. Approval of a Local Grant Agreement with Clackamas Women's Services for Shelter/Advocacy and Crisis Domestic Violence Services. \$214,696 funded through County General Fund. – CFCC
5. Approval of a Subrecipient Grant Amendment #3 with Northwest Family Services for Youth Marijuana and Substance Abuse Prevention Efforts in North Clackamas Middle Schools. Amendment #3 adds \$90,000 for a maximum value of \$360,000 and extends the date to June 30, 2022. Funded through the Clackamas County Marijuana Tax Revenue. No County General Fund involvement. – CFCC
6. Approval of a Local Subrecipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services. Funded through County General Fund, (\$72,000), State of Oregon Funds (\$40,000), and Juvenile Funds (\$10,000), for a Total of \$122,000. - CFCC
7. Approval of a Local Subrecipient Grant Agreement with Northwest Family Services for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services. \$117,225 funded through County General Fund. –CFCC
8. Approval of a Local Subrecipient Grant Amendment #4 with Northwest Family Services for Student Resource Coordination. Amendment #4 adds \$60,000 for a maximum of \$330,950. Funded through the Behavioral Health and Children, Family, and Community Connections Marijuana tax funds. No County General Fund involvement. – CFCC
9. Approval of Amendment #01 to the Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment #01 adds \$407,520 increasing the maximum value to \$8,732,212.18. Funded through the State of Oregon. No County General Fund involvement. – Behavioral Health
10. Approval for a Revenue Agreement with CareOregon for the Primary Care Payment Model Program – Per Member Per Month Incentive Program. There is no maximum agreement, revenue is based on number of clients reported. No County General Fund involvement. – Health Centers
11. Approval of an Intergovernmental Agreement with Clackamas Fire District #1 for the Project Hope Program. Contract maximum is \$40,487.20 Funded through the University of Baltimore Combating Opioid Overdose through Community Level Intervention Initiative. No County General Fund involvement. – Public Health
12. Approval of Amendment #1 to the Intra-Agency Agreement with Clackamas Health Centers Division for School Based Health Centers operating funds. The maximum

- agreement value is \$213,250. Funded through Public Health. No County General Fund involvement. – Public Health
13. Approval of Amendment #1 to a Grant Agreement with Norwest Housing Alternatives for Emergency Shelter Services. This amendment adds \$132,240 with a new maximum of \$344,311. Funded through the State of Oregon. No County General Funds involvement. – Social Services
  14. Approval of Amendment #1 to a Grant Agreement with Clackamas Women's Services for Emergency Shelter Services. Amendment #1 adds \$117,760 for a new maximum of \$229,689. Funded through the State of Oregon. No County General Fund involvement. – Social Services
  15. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with the City of Sandy – Sandy Senior and Community Center to Provide Socials Services for Clackamas County Residents. This amendment decreases the contract maximum by \$23,278 for a revised agreement maximum of \$181,124 with funding through Older Americans Act and Ride Connection, Inc pass through funds. No County General Fund Involvement. – Social Services
  16. Approval of Amendment #5, to Agency Subrecipient Agreement with Friends of Canby Adult Center to Provide Social Services for Clackamas County Residents. The amendment adds \$19,565 with a maximum value of \$247,991 with funding through Older Americans Act, Ride Connection pass-through funds and Low Income Energy Assistance Program. No County General Fund Involvement. – Social Services
  17. Approval of Amendment #5, to Intergovernmental Subrecipient Agreement with City of Lake Oswego – Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents. The amendment adds \$42,497 with a maximum value of \$125,726 with funding through Older Americans Act and Ride Connection, Inc pass through funds. No County General Fund Involvement. – Social Services
  18. Approval to Apply for Grant from Portland General Electric (PGE) Drive Change Fund to Purchase Electric Vehicles to Provide Services for Seniors, Persons with Disabilities and Low Income Households. The maximum agreement value is \$425,000 with funding through Oregon Clean Fuels Program. No County General Fund involvement. – Social Services
  19. Approval of a Subrecipient Grant Amendment #3 with Todos Juntos for Youth Marijuana and Substance Prevention services in Rural Clackamas County. The amendment adds \$60,000 with a maximum value of \$240,000 and extends the end date to June 30, 2022 with funding through Marijuana Tax Revenue. No County General Fund involvement. – CFCC
  20. Approval of Amendment #02 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling Programs. The amendment adds \$14,000 with a maximum value of \$8,746,212.18 with funding through The State of Oregon, Oregon Health Authority. No County General Fund involvement. – Behavioral Health
  21. Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with State of Oregon Criminal Justice Commission (CJC) for Special Court Grant Program – Mental Health Court. The maximum agreement value is \$254,768 with funding through Oregon Criminal Justice Commission. No County General Fund involvement. - Health Centers
  22. Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with State of Oregon Criminal Justice Commission (CJC) for Specialty Court Grant Program – Adult Drug Court. The maximum agreement value is \$242,484 with funding through Oregon Criminal Justice Commission. No County General Fund involvement. - Health Centers
  23. Approval to Apply to the 2021-2023 Request for Grant Proposals (RFGP) with the State of Oregon Criminal Justice Commission (CJC) for Specialty Court Grant Program – DUII Court – The maximum value agreement is yet to be determined by the

state. Funding through Oregon Criminal Justice Commission. No County General Fund involvement. - Health Centers

24. Approval of Intergovernmental Agreement #169358 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) program. The maximum agreement value is \$1,150,550.75 with funding through State of Oregon Department of Human Services. No County General Fund involvement. – CFCC

**B. Transportation & Development**

1. Approval of Intergovernmental Agreement between Clackamas County and Oregon Department of Transportation for OR 212 at Foster Road Intersection Signal Improvements. \$20,000 funded through the County Road Fund. No County General Fund involvement. – DTD
2. Approval of Amendment #1 of a Supplemental Project Agreement #31035 with Oregon Department of Transportation for the Jennings Ave: OR 99E to Oatfield Rd Project. Amendment incorporates language changes to original supplemental agreement. Funded through Federal Surface Transportation Program Funds (\$3,625,283), Surface Transportation Program Fund Exchange (\$1,000,000) and the County Road Fund Match (\$652,626), for a project cost estimate of \$5,277,909. No County General Fund involvement.
3. Approval of a Master Grant Agreement with Oregon Department of Transportation for Fund Exchange Program. Annual funding varies and is determined by Oregon Department of Transportation. The current total amount available to Clackamas County is \$4,071,006.53. No County General Fund involvement.
4. Approval of a Contract with Brown Contracting, Inc. for the Sunnyside Road ADA Ramp Improvements (132nd – 162nd). \$1,477,774 funded through the County Road Fund. No County General Fund involvement.
5. Approval of a Contract with Traffic Safety Supply Company, for the Purchase of Sign and Safety Materials. \$800,000 through June 30, 2027 funded by County Road Fund. No County General Fund involvement.

**C. Finance**

1. Approval of Lease Amendment #2 for the Oak Lodge Library with RCI Interprices LLC. Amendment #2 adds \$7,286.22 with an annual increase of three percent (3%) per year for a three year term. Total potential contract value is \$270,251.76. Funded through Library Tax Dollars. No County General Fund involvement.
2. Approval of Clackamas County Sheriff's Office, Aurora Airplane Hangar G-6 Lease Agreement with the Raymond V. Meyer & Mary J. Meyer Trust Reserve. \$4,326.00 funded through County General Fund, with an annual increase of three percent (3%) per year, for a five year term. Total contract value is \$22,967.33.
3. Approval of Clackamas County Sheriff's Office Sergeant Damon Coates Boathouse Slip 1F Lease Agreement with Sportcraft Landing Incorporated. \$12,205.50 funded through County General Fund, with an annual increase of three percent (3%) per year, for a five year term. Total contract value is \$64,800.62.
4. Approval of Lease Amendment #2 for the Homestead Building with Homestead Building, LLC for the Sandy Behavioral Health Center. Amendment #2 increases the monthly rent to \$4,300.00. Total contract value is \$51,600.00. No County General Fund involvement.
5. Approval of Lease Amendment #1 for the Butler Building and Adjacent Parking with the Glenn Kent Butler Revocable Living Trust Glenna Kay Butler Living Trust. Monthly rent is \$4,094.25 plus thirteen monthly parking spaces at \$1,625 for a total monthly cost of \$5,719.25. The total contract value \$68,631. Funding through County General.
6. Approval of Extension of Lease #2 for the Willamette Building with Willamette Building Partnership. Monthly rent is \$7,363.96; total annual rent of \$88,367.52, discounted 5% annual rent payment of \$83,949.15. Total maximum contract value of \$273,134.88. Funded through Children, Family, and Community Connections Division funds,

supplemented by federal and state grants, and allocated by labor hours logged in each program. No County General Fund involvement.

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval to Purchase Five (5) vehicles from Withnell Motor Corporation, dba Withnell Dodge for use by Clackamas County Sheriff's Office. Cost per vehicle is \$34,448.91, for a total not to exceed \$172,244.55. Funded through County General Fund through the Clackamas County Sheriff's Office budget. – ccso
3. Approval to Purchase Body Cameras from Axon Enterprise for use by Clackamas County Sheriff's Office. \$1,588,994.50 and is funded through budgeted County General Funds within the Sheriff's and Enhanced Law Enforcement Programs as well as Public Safety Local Option Levy funds. – ccso
4. Approval to Apply for Grant Funding through United States Department of Justice; Office, Office of Justice Programs for the Community Policing Development for the Community Policing Development Crisis Intervention Teams. Maximum award value of \$250,000 funded through the US Department of Justice. No County General Fund Involvement. – ccso
5. Approval to Apply for Grant Funding through United States Department of Justice: Connect and Protect: Law Enforcement and Behavioral Health Response Grant Solicitation. Maximum Award of \$550,000. Match requirement is 20% for years one and two and 40% for year three. Match funded through budgeted County General Funds within the Sheriff's Operations, and Enhanced Law Enforcement Programs as well as Public Safety Local Option Levy Funds. – ccso
6. Request by Clackamas County Sheriff's Office (CCSO) to enter into the Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest. \$71,467.66 is the annual operating plan. Funded by USDA, Forest Service. No County General Fund involvement. – ccso
7. Request by the Clackamas County Sheriff's Office (CCSO) to approve modification 004, adding \$10,000.00 in COVID-19 funding to the Cooperative Law Enforcement Services in the Mt. Hood National Forest. This is an increase to \$81,467.66 for the 2021 annual operating plan. Funded by the USDA, Forest Service. No County General Fund involvement. – ccso

**E. Administration**

1. Approval of Amendment #1 with Hawkins Delafield & Wood, LLP to serve as a P3 Legal Advisor. Amendment #1 adds \$1,000,000.00 for a total contract amount of \$1,500,000.00. Funded through County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund.
2. Approval of Amendment #1 with WTP America, LLC dba WT Partnership to serve as a P3 Technical Advisor. Amendment #1 is adds \$2,071,125.00 for a total contract amount of \$2,564,625.00. Funded through County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund.
3. Approval of Amendment #1 with IMG Rebel Advisory, Inc. to serve as a P3 Financial and Transactional Advisor. Amendment #1 is for the amount adds \$900,000.00 for a total contract amount of \$1,200,000.00. Funded through County General Fund for 50% of the contract amount with 50% match from the Oregon Courthouse Construction and Improvement Fund.

**F. Disaster Management**

1. Approval of a contract with DePaul Industries dba DPI Staffing to provide on-call temporary traffic control for the COVID-19 vaccination sites. \$150,000 funded through CARES. No County General Fund involvement.
2. Approval of an Intergovernmental Agreement (IGA) with State of Oregon acting by and through its Department of Administrative Services (DAS) for Vaccine Equity and

- Incentives. Maximum cost is \$2,238,888.68 through the State of Oregon. No County General Fund involvement.
3. Approval of an Intergovernmental Agreement with the State of Oregon acting by and through its Oregon Business Development Department and Clackamas County for receipt of Personal Protective Equipment. No fiscal impact. No County General Fund involvement.
  4. Approval of a FY 18 State Homeland Security Program (SHSP) Grant Agreement extension between Clackamas County and the State of Oregon Regional Fuel Shortage Plan. Agreement will remain the same. No County General Fund involvement.
- G. Tourism**
1. Approval of a contract to receive Regional Cooperative Tourism Program funds for FY20/21 from Travel Portland. This is \$169,511 revenue through Travel Portland's Regional Cooperative Tourism Program. No County General Fund involvement.

\*\* Commissioner Fischer is Excused \*\*

Commissioner Schrader: I move for Approval of the consent agenda.

Commissioner Savas: Second

~Board Discussion~

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will recess as Board of County Commissioners and Re-convene as the NCPRD Board for the consent agenda**

## **VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA**

- <https://www.clackamas.us/meetings/bcc/business>
1. Approval of an Intergovernmental Agreement Amendment #1 between North Clackamas Parks and Recreation District and Clackamas Community College for Community Based Instructional Programs. This IGA will provide \$11,631 of revenue. No County General Fund involved.
  2. Approval of Amendment #1 to renew Intergovernmental Agreement between North Clackamas Parks and Recreation District and Clackamas Community College for Educational & Enrichment Services. This IGA represents \$51,792 of anticipated instructional expenditure. Funding is included in the budget expenditures for older adult and recreation programming services. No County General Fund involved.
  3. Approval of Resolution for a North Clackamas Parks and Recreation District Supplemental Budget (Less than Ten Percent and Budget Reduction) for FY 2020-21 (Sarah Eckman, North Clackamas Parks and Recreation District)

Commissioner Shull: I move for Approval of the consent agenda.

Commissioner Savas: Second

~Board Discussion~

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Shull: Aye.

Commissioner Schrader: Aye.

Chair Smith: Aye.–the motion carries 4-0

**Chair Smith: Announce the Board will adjourn as the NCPRD Board and Re-convene as the Board of County Commissioners for the remainder of the meeting.**

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

**Opened Public Comment:**

General Public Comment in Person:

1. Yvonne Lazarus – Milwaukie – Public Comment
2. Les Poole - Gladstone – Public Comment
3. Gina Tallerino – Happy Valley – Vaccination choice, Shull
4. Leila Blakely – Sandy – Passport Ban

General Public Comment Zoom:

1. Michael Weber – Milwaukie - Request for resolution- county security
2. Cris Waller – Milwaukie - County policy on political violence
3. Bill Wehr - Clackamas County – Public Policy
4. Angela Nylund – Boring – Resolution needed for Clackamas County
5. Connie Lee – Lake Oswego – Hate groups in Clackamas County
6. Christine Kennedy – Lake Oswego – COVID and vaccine hesitancy

**Closed Public Comment**

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

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

| DEPARTMENT   | ITEM   |
|--|--|
| Disaster Management<br>Signed by Gary Schmidt – 6-18-2021<br>Request for Ratification by the BCC<br>At the 6-24-2021 Business meeting. | Under the COVID-19 emergency declaration, Board Order 2020-14, I signed a contract on your behalf on June 18, 2021. It is for Disaster Management. It is a Memorandum of Agreement between Clackamas County and the Gladstone School District for COVID-19 vaccinations clinics. There is no monetary value except that the County will pay for any expenses to return the facility to pre-use condition. If that occurs, CARES Act funds will be spent. No General Funds will be used. The agreement lasts until terminated by either party.  |
| Disaster Management<br>Signed by Gary Schmidt – 6-23-2021<br>Request for Ratification by the BCC<br>At the 6-24-2021 Business Meeting. | Under the Wildfire/Debris Management Emergency Declaration, Board Order 2020-66, I signed a contract on your behalf. It is an agreement between the Oregon Department of Forestry and Clackamas County for the County Communication Infrastructure Grant Program. The County is acting as the fiscal agent for the C800 Radio Group. The C800 Radio Group is receiving a state grant for \$186,250 and Clackamas County will act as the fiscal agent. The C800 grant is for VHF Radio equipment to be used as a backup system to C800 for radio communications. There are no General Funds involved. |

Commissioner Savas: I move to ratify these items  
 Commissioner Shull: Second  
 ~Board Discussion~  
 Clerk called the Poll

Commissioner Savas: Aye.  
Commissioner Shull: Aye.  
Commissioner Schrader: Aye.  
Chair Smith: Aye.–the motion carries 4-0

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

**Adjourned 12:55 PM**

## **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 1, 2021 – 10:00 AM**

**Virtual Meeting via Zoom and in Person**

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. BOARD DISCUSSION ITEMS** <https://www.clackamas.us/meetings/bcc/business>

1. **Consideration of Two Proposed Resolutions Addressing Fireworks in Clackamas County (Stephen Madkour, County Counsel)**
  - a. **Approval of a Resolution in the Matter of Extreme Temperatures and Dry Conditions and Encouraging Measures to Reduce the Risk of Fires Caused by Human Activities**
  - b. **Approval of a Resolution Declaring an Emergency as a Result of Extreme Temperature and Dry Conditions and Ordering Measures to Reduce the Risk of Fires by Human Activities**

~Board Discussion~

Commissioner Savas: I move we approve a Resolution Declaring an Emergency as a Result of Extreme Temperature and Dry Conditions and Ordering Measures to Reduce the Risk of Fires by Human Activities

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

2. **Approval of Addendum No. 9 to Resolution No. 2020-14, Declaring a Local State of Emergency Measures (Stephen Madkour, County Counsel)**

Commissioner Shull: I move we approve Addendum No 9. to Resolution No. 2020-14, Declaring a Local State of Emergency and Declaring Emergency Measures.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

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

**3. Approval of a Resolution Supporting Clackamas County's Commitment to Economic Recovery Post-Pandemic (Chair Smith, Board of County Commissioners)**

~Board Discussion~

Commissioner Shull: I move we approve a Resolution Supporting Clackamas County's Commitment to Economic Recovery Post-Pandemic

Commissioner Savas: Second

Clerk called the Poll

Commissioner Savas: Aye.

Commissioner Shull: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

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

**4. Approval of a Resolution Affirming Clackamas County's Commitment to History and Culture (Chair Tootie Smith, Board of County Commissioners)**

~Board Discussion~

Commissioner Shull: I move we approve a Resolution Affirming Clackamas County's Commitment to History and Culture

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

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

~Board Discussion~

**II. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

**1. First Reading of Board Order Planning for Summer Congestion Around Barton and Carver Parks (Scott Ciecko, County Counsel)**

Opened public hearing

N/A

Closed public hearing

Commissioner Savas: I move we adopt the Order and read the Ordinance by title only

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

03-2021 assigned number

**The second reading is scheduled for Thursday, July 15, 2021 at the Board's regularly scheduled Business Meeting at 10 AM.**

2. **First Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code – Secondhand Dealers (Scott Ciecko, County Counsel)**

Opened public hearing

In Person:

1. Steve Souza – Milwaukie – Second Hand Dealers and photos being needed

Via Zoom:

1. Hal Halmark – Milwaukie – Changes to second hand dealer ordinance requiring photos – Did not appear via zoom

~Board Discussion~

Closed public hearing

**Sergeant Jed Wilson was brought in to answer questions from the board.**

Commissioner Savas: I move we read the Ordinance by title only

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Fischer: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

04-2021 assigned number

**The second reading is scheduled for Thursday, July 15, 2021 at the Board's regularly scheduled Business Meeting at 10 AM.**

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

A. **Health, Housing and Human Services**

1. Approval to execute a Short-term Revenue Sharing Agreement between Clackamas County and Metro to Receive Revenues Collected from Measure 26-210 Starting July 1, 2021.

B. **Administration**

1. Approval of an Amendment to an Intergovernmental Agreement with the State of Oregon Related to Funding for a Future County Courthouse. No financial impact from this amendment.

Read Consent Agenda

Commissioner Shull: I move for approval of the content agenda.

Commissioner Fischer: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

**Chair Smith: Announce the Board will recess as Board of County Commissioners and -convene as the North Clackamas and Recreation District Board for the consent agenda**

#### **IV. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT CONSENT AGENDA**

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

1. Approval of an Intergovernmental Agreement (IGA) between North Clackamas Parks and Recreation District (NCPRD) and North Clackamas School District (NCSD) to provide Summer Enrichment Programs for Students. IGA will provide up to \$237,311 and is included in the FY21-22 NCPRD adopted budget. No County General Funds are involved.

Read Consent Agenda

Commissioner Savas: I move for approval of the content agenda.

Commissioner Shull: Second

Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

**Chair Smith: Announce the Board will adjourn as the NCPRD Board and Re-convene as the Board of County Commissioners for the remainder of the meeting.**

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

##### **Opened Public Hearing**

##### **General Public Comment in Person:**

1. Yvonne Lazarus – Milwaukie – Transparency

~Board Discussion~

##### **General Public Comment Zoom:**

1. Cris Waller – Milwaukie – Heat wave and partisan violence
2. Nika Jackson – Portland – Fireworks – Did not Appear
3. Bill Wehr - Clackamas County – Public Policy
4. Connie Lee – Lake Oswego – Heat and fires this summer
5. Angela Nylund – Boring – Marks Liaison Duties
6. Gerald (Murph) Murphy – Rhododendron – County Wide Ban on Fireworks
7. Deborah Otenbirg – Oregon City – Fireworks
8. Jason Trout – Milwaukie – Fireworks – Did not Appear
9. Gene Fifield – Milwaukie – Ban Fireworks – Did not Appear
10. Cassie Wilson – Boring - General public communication
11. Brian Lynch – Oregon City - Fireworks ban – Did not Appear
12. Janine DuBois – Lake Oswego - fire concerns around July 4th 2021 and until less fire risk – Did not Appear
13. Missy Dolan - Clackamas – fireworks – Did not Appear
14. Sheridan Lucas – Molalla – fireworks– Did not Appear
15. Sherry Morisch – Molalla - Banning Fireworks in 2021 – Did not Appear
16. Nancy Willis – Molalla - 4th of July Fireworks – Did not Appear
17. Christine Kennedy – Lake Oswego – Covid Vaccination

##### **Closed Public Hearing**

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

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

| DEPARTMENT  | ITEM  |
|---|---|
| <p>Health Housing and Human Services<br/>Signed by Gary Schmidt – 6-29-2021<br/>Request for Ratification by the BCC<br/>At the 7-1-2021 Business meeting.</p> | <p>Under the COVID-19 emergency declaration, today I signed a contract on your behalf. It is for Health, Housing and Human Services. It is an amendment with Father’s Heart Street Ministry to provide shelter support services for individuals and households in hotel-based shelters. The amendment adds \$234,960 to the total contract amount of \$319,960. Funding is from federal and state COVID funding and State Homeless Assistance Program funds. No match requirement. No General Funds are involved. The agreement last until December 31, 2021.</p> |
| <p>Signed by Gary Schmidt 6-30-21<br/>Request for Ratification by the BCC<br/>At the 7-1-21 Business Meeting</p>  | <p>An amendment to a Personal Services Agreement with Robert Half International for COVID-19 temporary administrative staff. This amendment extends the term of the agreement until September 30, 2021. There are no additional funds. The original funding amount is \$300,000, funded through state CARES Act funds. No General Funds involved.</p>   |
| <p>Signed by Gary Schmidt 6-30-21<br/>Request for Ratification by the BCC<br/>At the 7-1-21 Business Meeting</p>  | <p>An Intergovernmental Agreement with Tualatin Valley Fire and Rescue for use of a deep freeze freezer to store COVID-19 vaccines. This is a cooperative agreement only. No funds involved. In effect until terminated by either party.</p>  |

Commissioner Savas: I move to ratify this item.

Chair Smith: Second

Clerk called the Poll

Commissioner Schrader: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Shull: Aye.

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

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

**Adjourned 12:09 PM**

## 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 8, 2021 – 6:00 PM**

**Virtual Meeting via Zoom and in Person**

**PRESENT:** Chair Tootie Smith  
Commissioner Paul Savas  
Commissioner Mark Shull

**EXCUSED:** Commissioner Sonya Fischer  
Commissioner Martha Schrader

- Roll Call
- Pledge of Allegiance

~Board Discussion~

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

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

1. Approval of Intergovernmental Subrecipient Agreement with City of Oregon City/Pioneer Center to Provide Social Services for Clackamas County Residents. Maximum value is \$185,963 through the Older American Act Ride Connection pass-through funds and Low Income Home Energy Assistance Program. No County General Funds involved. – *Social Services*
2. Approval of a Federal Subrecipient Grant Amendment #1 with Clackamas County Children’s Commission to provide Healthy Families services. Amendment adds \$91,823 for a maximum value of \$1,797,977.95. County General Fund covers \$45,000 of the maximum value. – *CFCC*
3. Renewal of Contract with Community and Shelter Assistance (CASA) of Oregon. Value is \$45,000 that CASA pays to clients’ accounts. No County General Funds are involved. – *Social Services*
4. Approval of Grant Agreement with US Department of Treasury For Emergency Rental Assistance Funds (ERA 2). Maximum eligibility of \$9,908,500 through the US Department of Treasury under the authority of Section 3201(a) of the American Rescue Act of 2021. No County General Funds are involved. – *Social Services*
5. Approval of Amendment #01 to a Revenue Contract with CareOregon, Inc. for Behavioral Health Services. Amendment adds \$1,908,454 for a maximum value of \$3,750,012 through CareOregon. No County General Funds are involved. – *Behavioral Health*
6. Approval for Agreement # 10057 with Oregon Health and Science University (OHSU) for Institutional Review Board (IRB) study. OHSU will pay Clackamas Health Centers \$219,419 over a period of four years. No County General Funds are involved. – *Health Centers*

#### **B. Department of Transportation and Development**

1. Approval to apply for a RAISE Discretionary Transportation Grant to replace the bridge across the Bull Run River: \$9.2 Million in grant funds requested with matching funds of \$2.3 million (20%) Road Fund + \$10,000 contribution from Weyerhaeuser. No County General Funds are involved.
2. Approval of Intergovernmental Agreement between Clackamas County and the City of Happy Valley for Traffic Signal Maintenance and Transportation Engineering Services: Revenue – varies between \$500 to \$3,000 annually through the Road Fund. No County General Funds are involved.

3. Approval of a Contract with Kittelson and Associates, Inc. for the Arndt Road Extension Alternatives and Goal Exception Study Project: Total contract value \$210,000 through Community Fund and Road Fund. No County General Funds are involved.

**C. Business and Community Services**

1. Approval of Federal Financial Assistance Award of Domestic Grant 21-DG-11060600-006 between Clackamas County and USDA, Forest Service Mt. Hood National Forest. Total funding of \$24,897.60, with \$19,152 in USDA Forest Service Secure Rural Schools and Community Self Determination Act of 2000 funds, and \$5,745.60 from the FY 21-22 Dump Stoppers program funding. No County General Funds are involved.

**D. Technology Services**

1. Approval to Purchase HPE Proliant Servers for County Datacenter Infrastructure. \$228,032.64 funded through Technology Services Allocated Budget. No County General Funds are involved.

**E. Juvenile**

1. Approval of Amendment #10 to the Intergovernmental Agreement 2015001 with Multnomah County for Assessment and Evaluation Service Beds for Clackamas County Youth. \$126,449 funded through County General Fund.

Read Consent Agenda

Commissioner Shull: I move for approval of the content agenda.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 3-0

**Chair Smith: Announce the Board will recess as Board of County Commissioners and -convene as the Water Environment Services for the next consent agenda**

**Water Environment Services**

1. Approval of Contract between Murraysmith, Inc. for Engineering Design Services for the Force Main on I-205. \$500,000 funded through WES funds. No County General Funds are involved.

Read Consent Agenda

Commissioner Shull: I move for approval of the content agenda.

Commissioner Savas: Second

Clerk called the Poll

Commissioner Shull: Aye.

Commissioner Savas: Aye.

Chair Smith: Aye.–the motion carries 3-0

**Chair Smith: Announce the Board will adjourn as the Water Environment Services Board and Re-convene as the Board of County Commissioners for the remainder of the meeting.**

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

**Opened Public Hearing**

**General Public Comment in Person:**

1. Dr. Dave White – Woodburn – Covid 19
2. Jo Haverkamp - Clackamas County – Commissioner Shull and read Constitution
3. Michael Weber – Milwaukie – Liaisons
4. Cris Waller – Milwaukie – Liaisons
5. Nancy Hall – Happy Valley – Commissioner Shull, Vaccine Passport
6. Gina Tallerino – Happy Valley – Commissioner Shull, Vaccine Passport
7. Deb Frassetto – Damascus – Read Constitution, Commissioner Shull, Kids, Vaccine Passport

**Commissioner Fischer joined the meeting and responded to the campaign contributions questions**

8. Leila Blakely – Sandy – Passport Ban; sanctuary county
9. Yvonne Lazarus – Milwaukie – July 1 BCC meeting and requesting Commissioner Shull’s liaison duties being reinstated, would like to meet with Gary Schmidt about her request.

**Commissioner Fischer joined the meeting and responded to Yvonne’s comment**

10. Keith Johnson – Oregon City – Commissioner Shull, Larry Didway and flag waving
11. Debra Westcott – Boring – Commissioner Shull, Vaccine Passport
12. Les Poole – Gladstone – Commissioner Shull, Metro,

**General Public Comment Zoom:**

1. Tim Smith – Wilsonville – Commissioner Fischer, Commissioner Schull’s reinstatement; vaccine passport;
2. Bill Wehr - Clackamas County – Commissioner Shull, Chair Smith, Commissioner Fischer

**Commissioner Fischer joined the meeting and responded to Bill’s comment**

3. Christine Kennedy – Lake Oswego - Effective BCC – Commissioner Shull no liaison responsibilities, fireworks,
4. Connie Lee – Lake Oswego - Liaison positions, Commissioner Shull
5. Angela Nylund –Boring - Sonja Fishers interview with KGW saying there is a problem with racism on the board – Did not appear

**Closed the public meeting**

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

The following item was signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

| DEPARTMENT   | ITEM  |
|--|---|
| Disaster Management<br>Signed by Gary Schmidt – 7-8-2021<br>Request for Ratification by the BCC<br>At the 7-8-2021 Business meeting. | Under the COVID-19 emergency declaration, today I signed a contract on your behalf. It is for Disaster Management. It is an amendment to a Personal Services Agreement with Advantage Nurse Staffing of Oregon to provide on-call temporary medical staffing to respond to COVID-19. This amendment extends the time until December 31, 2021. There are no additional funds added. The original agreement funds \$2 million, all paid by state CARES Act funds. |

Commissioner Savas: I move to ratify this item.  
Commissioner Shull: Second  
Clerk called the Poll  
Commissioner Fischer: Aye.  
Commissioner Shull: Aye.  
Commissioner Savas: Aye.  
Chair Smith: Aye.–the motion carries 4-0

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

**Adjourned 7:34 PM**



July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of purchase from Structured Communications Systems, Inc. for Palo Alto firewall hardware, software, and maintenance.

|  |  |
|--|--|
| <b>Purpose/Outcomes</b>                | The purpose of this request is to take advantage of a significant sales price (available in July 2021 only) for replacing end of life firewall hardware and software needed to protect the Libraries in Clackamas County (LINCC).  |
| <b>Dollar Amount and Fiscal Impact</b> | The purchase of the hardware, software and three years of maintenance totals \$261,762.84.   |
| <b>Funding Source</b>                  | General Funds  |
| <b>Duration</b>                        | Upon signature of both parties through July 31, 2024.  |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This purchase aligns with the Library Support Services division’s performance measure representing the percentage of time the library catalog is operational. The firewall significantly reduces the chance of unauthorized access/downtime for the online catalog which County residents rely upon to access library services.</li> <li>2. The purchase aligns with the County’s strategic priority of building a strong infrastructure. A strong, effective firewall, designed to handle the volume of data going in and out of the libraries, is core to the technological infrastructure of the County.</li> </ol> |
| <b>Previous Board Action</b>           | None.  |
| <b>Procurement Review</b>              | Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no<br>If no, provide a brief explanation:  |
| <b>Counsel Review</b>                  | Reviewed Date: July 8, 2021; ARN   |
| <b>Contact Person</b>                  | Kathryn Kohl, Library Network Manager, Library Support Services, <a href="mailto:kkohl@clackamas.us">kkohl@clackamas.us</a>   cell 971.201.2979   office 503.723.4889  |
| <b>Contract No.</b>                    | 4337   |

**BACKGROUND:**

Business and Community Services (BCS) – Library Support Services is requesting Board approval to purchase new replacement firewall hardware, software and maintenance by the end of July 2021.

Library Support Services must replace the LINCC library system’s end-of-life firewall hardware and software, which provide critical protection against unauthorized access to the computers and network of 13 Clackamas County libraries. As defined by the Intergovernmental Agreements between Clackamas County and each of the Library Cities, Library Support Services are required

to function as telecommunications and technical support to the member libraries in Clackamas County. The firewall service is a direct part of this function.

The firewall hardware, software and maintenance are currently on sale at \$261,762.84, almost \$40,000 cheaper than budgeted, and a savings of over \$247,000 from the listed price. This sale price is only available through the NASPO AR-3229 Cooperative Agreement and the sales price expires July 31, 2021.

**PROCUREMENT PROCESS:**

In accordance with LCRB Rule C-046-0440, Procurement issued a notice of intent to purchase using the NASPO Value Point Contract #AR3229 with Palo Alto on June 21, 2021 in the Daily Journal of Commerce newspaper. No comments were received. Structured Communication Systems, Inc. is an authorized reseller of the Palo Alto products and services under this cooperative opportunity.

**RECOMMENDATION:**

Staff recommends approval of the purchase from Structured Communication Systems, Inc. for Palo Alto firewall hardware, software and three (3) years of maintenance.

Sincerely,



Sarah Eckman  
Interim Director  
Business and Community Services

Placed on the BCC Agenda \_\_\_\_\_ by Procurement and Contract Services

**CLACKAMAS COUNTY  
GOVERNMENTAL CONTRACTING ADDENDUM  
Contract #4337**

This Oregon Governmental Contracting Addendum (“Addendum”) is entered into by Clackamas County, a political subdivision of the State of Oregon (“County”) and **Structured Communication Systems, Inc.** (“Contractor”). This Addendum shall be attached to, and incorporated into Quote # 201810-64419 R2 LINCC and Quote # 202101-79158 LINCC and the Standard Terms and Conditions (“Vendor Agreement”). This contract is purchased against the NASPO Contract with Palo Alto Networks, Inc. as **Master Agreement #AR-3229** and expires September 30, 2024. As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **July 30, 2024**.
- B. Consideration.** County agrees to pay Contractor \$225,947.41 per Quote #201810-64419 R2 LINCC for the Palo Alto PA-5250 Firewall that includes 3-years of premium support, and \$35,815.43 per Quote #202101-79158 LINCC for the Palo Alto Cortex XDR that includes 3-years of support. The total Contract Compensation shall not exceed **\$261,762.84**.
- C. County Contract Administrator.** The County Contract Administrator for this Contract is **Kathryn Kohl**.
- D. Invoices and Payments.** Invoices shall be submitted to: Kathryn Kohl via email at [kkohl@clackamas.us](mailto:kkohl@clackamas.us)

Payment and late fees shall only be in accordance with 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.

- E. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

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

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. 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. Any obligation that County agree to a waiver of subrogation is hereby stricken.

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

**G. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

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

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

**H. Governing Law; Venue.** 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.

**I. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

**J. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.

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

**L. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all third-party 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 Contractor or Contractor’s employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County’s employee or agents.

The Indemnifying Party’s obligations under this Agreement are contingent upon the Indemnifying Party receiving: (a) reasonably prompt written notice of the claim (provided that the failure of the Indemnified Party to provide notice shall only relieve the Indemnifying Party from its indemnification obligations to the extent that such late

notice materially prejudiced the Indemnifying Party’s defense of the claim); (b) all reasonably necessary assistance, information and authority to defend the claim (using legal counsel reasonably acceptable to the Indemnified Party) and perform its obligations under the provisions of this section at the Indemnifying Party’s cost and expense; and (c) sole control of the defense and settlement of such claim and all associated negotiations. The Indemnifying Party agrees not to settle any claim for which it is indemnifying the Indemnified Party in a manner that would impose additional obligations on the Indemnified Party without first consulting the Indemnified Party and obtaining its consent thereto (which shall not be unreasonably withheld or delayed)

- M. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- N. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor’s performance (“Records”) for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- O. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- P. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- Q. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

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

**Structured Communication Systems, Inc.**

**Clackamas County**

DocuSigned by:  
Casey Richmond 7/8/2021

Authorized Signature Date

Casey Richmond  
Name/Title (Printed)

323311-83 DBC / Oregon  
Oregon Business Registry #

\_\_\_\_\_  
Chair

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

**Approved As To Form:**

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

Company Name: Library Information Network of Clackamas County

Contact: George Yobst

Email: [george@lincc.org](mailto:george@lincc.org)

Phone: (503) 723-4890



Account Executive: Dawn White

12901 SE 97th Ave., Suite 400 - Clackamas OR, 97015 - 503.513.9979

Toll Free 800.881.0962 - Order Fax 888.729.0997

| Line Item  | Part Number | Description  | Qty. | Unit List Price            | Unit Sale Price | Ext. Sale Price            |
|--|-------------|--|------|----------------------------|-----------------|----------------------------|
| <b><u>Library Information Network of Clackamas County - PA-5250 Firewall 3 Year Upgrade Solution</u></b> |             |  |      |                            |                 |                            |
| <b><i>*Priced in Accordance to NASPO Contract AR-3229*</i></b>   |             |  |      |                            |                 |                            |
| 1  |             | <b>(Qty 1) Palo Alto PA-5250 Firewall and Onsite Spare with 3 Year Subscriptions &amp; Premium Support</b> |      | <b>\$448,150.00</b>        |                 | <b>\$225,947.41</b>        |
| <b>GRAND TOTAL:</b>  |             |  |      | <b><u>\$448,150.00</u></b> |                 | <b><u>\$225,947.41</u></b> |

***Solution Line Item Detail:*****(Qty 1) Palo Alto PA-5250 Firewall and Onsite Spare with 3 Year Subscriptions & Premium Support**

|                 |                              |   |   |              |             |                            |
|-----------------|------------------------------|---|---|--------------|-------------|----------------------------|
| 2               | <b>PAN-PA-5250-AC</b>        | Palo Alto Networks PA-5250 with redundant AC power supplies               | 1 | \$105,000.00 | \$68,833.33 | \$68,833.33                |
| 3               | <b>PAN-PA-5250-GP-3YR</b>    | GlobalProtect subscription 3-year prepaid, PA-5250                        | 1 | \$50,400.00  | \$15,120.00 | \$15,120.00                |
| 4               | <b>PAN-PA-5250-DNS-3YR</b>   | DNS Security subscription 3-year prepaid, PA-5250                         | 1 | \$50,400.00  | \$15,120.00 | \$15,120.00                |
| 5               | <b>PAN-PA-5250-TP-3YR</b>    | Threat prevention subscription 3-year prepaid, PA-5250                    | 1 | \$50,400.00  | \$15,120.00 | \$15,120.00                |
| 6               | <b>PAN-PA-5250-URL4-3YR</b>  | PANDB URL filtering subscription 3-year prepaid, PA-5250                  | 1 | \$50,400.00  | \$15,120.00 | \$15,120.00                |
| 7               | <b>PAN-PA-5250-WF-3YR</b>    | WildFire subscription 3-year prepaid, PA-5250                             | 1 | \$50,400.00  | \$15,120.00 | \$15,120.00                |
| 8               | <b>PAN-SVC-PREM-5250-3YR</b> | Premium support 3-year prepaid, PA-5250                                   | 1 | \$57,000.00  | \$51,302.41 | \$51,302.41                |
| 9               | <b>PAN-PA-5250-AC-OSS</b>    | On-Site Spare Palo Alto Networks PA-5250 with redundant AC power supplies | 1 | \$39,400.00  | \$35,461.67 | \$35,461.67                |
| 10              | <b>PA-PRORATED-CREDIT-HW</b> | Prorated Credit for Product Conversion                                    | 1 | -\$5,250.00  | -\$5,250.00 | -\$5,250.00                |
| <b>Subtotal</b> |                              |   |   |              |             | <b><u>\$225,947.41</u></b> |

Prepared by: Haley Voigt for Dawn White

Please contact the person listed above at Structured for any questions regarding this quotation.

| Line Item | Part Number | Description | Qty. | Unit List Price | Unit Sale Price | Ext. Sale Price |
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|

Notes:

- Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <http://www.structured.com/terms/>, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.
- Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.
- Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.
- Quotes are valid for 30 days. Structured reserves the right to adjust prices at any time according to manufacturer price changes or material changes in circumstances that affect the scope of services proposed herein. In the event that the expiration date has been exceeded, please contact your Account Representative for an updated quote.
- Remit To Address:** 12901 SE 97th Ave Suite 400, Clackamas OR, 97015

*This quotation contains information that is privileged and confidential. The information contained in this quotation is intended only for use of the person to whom it is addressed. If the reader of this quotation is not (1) the intended recipient or (2) the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited*

**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com**

Please fill out all of the below information to ensure that your order is processed as efficiently as possible.

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

**Shipping Address:**

**Billing Address:**

Street:

City, ST Zip:

Contact:

Phone:

Email:

Preferred Shipping Method: Ground \_\_\_\_\_ 2nd Day \_\_\_\_\_ Overnight \_\_\_\_\_

Date Needed:

Customer Reference / Purchase Order Number: \_\_\_\_\_

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Company Name: Library Information Network of Clackamas County

Contact: George Yobst

Email: [george@lincc.org](mailto:george@lincc.org)

Phone: (503) 723-4890



Account Executive: Dawn White

12901 SE 97th Ave., Suite 400 - Clackamas OR, 97015 - 503.513.9979

Toll Free 800.881.0962 - Order Fax 888.729.0997

| Line Item | Part Number | Description | Qty. | Unit List Price | Unit Sale Price | Ext. Sale Price |
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|

**Library Information Network of Clackamas County - Palo Alto Cortex XDR Prevent**

*\*Priced in Accordance to NASPO Contract AR-3229\**

|   |  |   |  |                    |  |                    |
|---|--|---|--|--------------------|--|--------------------|
| 1 |  | <b>Palo Alto Cortex XDR Prevent for QTY 500 Endpoints - 3 Year Term</b> |  | <b>\$61,200.00</b> |  | <b>\$35,815.43</b> |
|---|--|---|--|--------------------|--|--------------------|

|                     |  |  |  |                           |  |                           |
|---------------------|--|--|--|---------------------------|--|---------------------------|
| <b>GRAND TOTAL:</b> |  |  |  | <b><u>\$61,200.00</u></b> |  | <b><u>\$35,815.43</u></b> |
|---------------------|--|--|--|---------------------------|--|---------------------------|

***Solution Line Item Detail:***

**Palo Alto Cortex XDR Prevent for QTY 500 Endpoints - 3 Year Term**

|   |                             |   |     |             |            |             |
|---|-----------------------------|---|-----|-------------|------------|-------------|
| 2 | <b>PAN-XDR-PRVT</b>         | Cortex XDR Prevent, includes 30 days of alerts retention and standard success | 500 | \$102.00    | \$53.27    | \$26,635.00 |
| 3 | <b>PAN-XDR-PREM-SUCCESS</b> | Cortex XDR Premium Success  | 1   | \$10,200.00 | \$9,180.43 | \$9,180.43  |

|                 |  |  |  |  |  |                           |
|-----------------|--|--|--|--|--|---------------------------|
| <b>Subtotal</b> |  |  |  |  |  | <b><u>\$35,815.43</u></b> |
|-----------------|--|--|--|--|--|---------------------------|

Prepared by: Haley Voigt for Dawn White

Please contact the person listed above at Structured for any questions regarding this quotation.

| Line Item | Part Number | Description | Qty. | Unit List Price | Unit Sale Price | Ext. Sale Price |
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|
|-----------|-------------|-------------|------|-----------------|-----------------|-----------------|

Notes:

- Client acknowledges and agrees that the by signing this quotation, issuing a purchase order referencing this quotation, or otherwise accessing or utilizing the solution outlined in this quotation that the Structured Communication Systems, Inc. Standard Terms and Conditions, which can be found at <http://www.structured.com/terms/>, apply to this and all quotations. Further, the Client acknowledges and agrees that the use, title, interest, rights and warranties associated with the solution outlined in this quotation are governed by the applicable manufacturer end-user license agreement, software license agreement, subscription agreement, warranty terms and/or maintenance/support contract.
- Prices do not include shipping charges. All shipping charges are FOB origin and will be added at time of invoice. Prices do not include Sales Tax. Sales tax rates are an estimate and are subject to change. Rates are dictated by the state into which the solution is being shipped. Freight may be taxable, depending upon state regulations. Please note that pricing outlined in this quotation does not include tariffs or any other international or national tax or duty (if any) that may be levied against some or all of the products by the applicable manufacturer at the time of procurement by Structured for the benefit of the Client. As such, any such tariffs, taxes or duties are the sole responsibility of the Client and will be passed through by Structured to the Client at the time of invoicing.
- Net 20 day terms are available with approved credit. Structured will accept pre-payment or Visa/MasterCard without approved credit; please note that all credit card transaction will also incur a three percent (3%) transaction fee. All quotes and proposals are calculated using US Dollars.
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**WHEN PLACING YOUR ORDER, PLEASE FAX OR EMAIL TO: 888-729-0997 or fax@structured.com**

**Please fill out all of the below information to ensure that your order is processed as efficiently as possible.**

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

**Shipping Address:**

**Billing Address:**

Street:

City, ST Zip:

Contact:

Phone:

Email:

Preferred Shipping Method: **Ground** \_\_\_\_\_ **2nd Day** \_\_\_\_\_ **Overnight** \_\_\_\_\_

Date Needed:

**Customer Reference / Purchase Order Number:** \_\_\_\_\_

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**DEFINITIONS.** These Standard Terms and Conditions are referred to below as “**these Terms and Conditions.**” The Parties will incorporate these Terms and Conditions in their contracts for the supply of Products (defined below) and/or the provision of services by Structured Communication Systems, Inc., an Oregon corporation (“**Structured**”) for Client and each such incorporation, via a quotation (via print or on-line), Statement of Work or other agreement, shall together with the following documents pertinent to a given transaction, constitute a separate contract between the Parties: (i) these Terms and Conditions, (ii) any quotation (via print or on-line) (iii) any Statement of Work, or (iv) other documents, if any, the Parties explicitly agree should form a part of the Agreement, and (v) any exhibits referenced in any of the foregoing documents (collectively, the documents listed above in “i” through “v” shall constitute the “**Agreement**”). The client identified in the Agreement into which these Terms and Conditions are incorporated is referred to below as “**Client.**” Structured and Client are sometimes referred to below as a “**Party**” or together as the “**Parties.**”

**1. PAYMENT TERMS.** Structured’s standard payment terms are Net 30. Unless otherwise noted on a Structured order form, quotation or other agreement, payments for products, including (but not limited to): hardware, software, subscriptions, manufacturer maintenance and support contracts, third-party cloud and managed services, and any associated documents, manuals, specifications or other information regarding or related to such third-party products (collectively, “Third-Party Products”) and/or services provided to Client, are to be made within Structured’s standard terms of Net 30. Products will be invoiced to Client upon shipment to Client’s site or a storage facility designated by Client, which may be at a warehouse or other location of Client’s or Structured’s. Services will be invoiced to the Client weekly, unless otherwise specified. Appropriate taxes and shipping & handling charges may be added at the time of invoicing. Shipment terms are FOB origin. Time is of the essence with regard to Client’s obligations under the Agreement. In addition to any other rights or remedies available to Structured, the outstanding balance on any payment(s) not made within these Terms and Conditions will be assessed interest at the rate of one and one-half percent (1.5%), or the maximum rate allowable by law, whichever is less, and the failure by Client to make timely payment(s) shall constitute an event of default under the Agreement. Client shall furnish financial information to Structured from time to time upon request by Structured to determine Client’s credit worthiness. All sales are subject to credit approval.

**2. RETURNS.** Structured’s cancellation and return policies are subject to the applicable manufacturer’s cancellation and return policies and may be modified at any time without notice. NOTE: based upon the applicable manufacturer’s policies, certain software or other Third-Party Products may not be eligible for return, and some returns may be subject to a minimum re-stocking fee. All returns MUST be pre-authorized by Structured in writing with a Returned Merchandise Authorization (“**RMA**”). All Third-Party Products must be returned in their original packaging in as-new condition, along with any items originally included therein (e.g., all original boxes, manuals, etc.). Structured WILL NOT accept Third-Party Products returned without a valid RMA and/or that are not packaged in as-new condition, and Client will be obligated to pay the entire invoice due for such Third-Party Products.

**3. CONFIDENTIALITY.** During the performance of the Agreement the Parties may exchange certain technical and business information, intellectual property, and other information considered proprietary or confidential, the nature of which the disclosing Party makes the receiving Party aware upon disclosure (“**Confidential Information**”). Each Party agrees to protect such Confidential Information from disclosure to anyone other than the receiving Party, its affiliates and any of their directors, officers, managers, members, employees, agents and representatives who need access to such information to enable the receiving Party to perform its obligations under the Agreement (collectively “**Representatives**”), exercising the same degree of care used to protect the receiving Party’s Confidential Information of like importance and in any event no less than a reasonable degree of care. Within fourteen (14) days of a request by the disclosing Party, all Confidential Information, and all copies thereof, shall be destroyed or returned by the receiving Party or its Representatives and, upon request, the receiving Party shall furnish written confirmation that it has done so. In the event the receiving Party is ordered to disclose the disclosing Party’s Confidential Information pursuant to a judicial or governmental request, requirement or order, the receiving Party shall, if permitted by law, immediately notify the disclosing Party and take reasonable steps to assist the disclosing Party in contesting the same or otherwise protecting the disclosing Party’s rights. In the event of any threatened or unauthorized disclosure by the receiving Party or any of its Representatives, the disclosing Party shall be entitled to injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond, in addition to all other rights and remedies under the Agreement or otherwise available at law or in equity.

Notwithstanding anything to the contrary in this Agreement, both parties expressly acknowledge and agree that Clackamas County’s obligations under this Agreement are subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 et. seq., and any other applicable state or federal law. While Clackamas County will make good faith efforts to perform under this Agreement, Client’s disclosure of Confidential Information, in whole or in part, will not be a breach of this Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If Clackamas County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Clackamas County shall notify Structured within a reasonable period of time of the request. Structured is exclusively responsible for defending Structured’s position concerning the confidentiality of the requested information. Clackamas County is not required to assist Structured in opposing disclosure of Confidential Information.

**4. INDEPENDENT CONTRACTORS.** The Parties are independent contractors. Neither Party is an employee, agent or representative of the other Party. The Agreement does not create an association, joint venture, or partnership between the Parties nor imposes any partnership liability upon either Party. Except as otherwise specifically set forth in the Agreement, neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of the other Party, or to incur any obligation or liability or otherwise bind the other Party.

**5. NON-SOLICITATION.** Except as otherwise provided in the Agreement, the Parties agree not to knowingly hire, induce or solicit to hire, directly

or indirectly, any of the other Party's current employees while these Terms and Conditions are in effect and for a period of one (1) year following the later of the last purchase of Third-Party Products by Client and/or completion of services for Client by Structured under the Agreement, without the prior written consent of the other Party. Notwithstanding anything herein to the contrary, publication of open positions in any media of general circulation and requisitions to recruiting firms for open positions, without identifying the other Party or its employees, will not constitute solicitation or inducement, and either Party may engage the services of any person that responds to such general advertisements or postings.

**6. EVENTS OF DEFAULT.** Client shall be in default immediately upon the happening of any of the following events: (a) Client fails to meet any of its payment obligations under the Agreement; (b) Client becomes insolvent, becomes the subject of a voluntary or involuntary petition in bankruptcy or any other form of judicial reorganization or supervision, has a receiver appointed for its business, enters into any arrangement with creditors or otherwise is unable to pay its debts as they become due; (c) Client violates any of the provisions of the Agreement; or (d) Client misrepresents any fact to Structured concerning Client, including but not limited to, Client's financial condition, business activities, and/or Client's performance of the Agreement.

**7. Reserved.**

**8. LIMITED WARRANTIES.**

**81 THIRD-PARTY PRODUCT WARRANTY.** THIRD-PARTY PRODUCT WARRANTIES (IF ANY) ARE PROVIDED BY THE MANUFACTURER OF THE THIRD-PARTY PRODUCT(S) AND, TO THE EXTENT APPLICABLE, STRUCTURED WILL PASS-THROUGH TO CLIENT ANY WARRANTIES PROVIDED BY THE MANUFACTURER. CLIENT ACKNOWLEDGES AND AGREES THAT STRUCTURED SHALL HAVE NO LIABILITY FOR THE THIRD-PARTY PRODUCTS OR THIRD-PARTY PRODUCTS WARRANTIES, THAT ANY THIRD-PARTY PRODUCTS PROVIDED TO CLIENT BY STRUCTURED ARE PROVIDED AS-IS, WHERE IS, WITH ALL FAULTS, AND THAT STRUCTURED MAKES NO PROMISE, GUARANTY OR WARRANTY THAT THE THIRD-PARTY PRODUCTS WILL PERFORM AS INTENDED OR WILL BE FREE FROM SOFTWARE GLITCHES, BUGS, BREAKDOWNS OR FAILURES.

CLIENT ACKNOWLEDGES AND AGREES THAT THE USE, TITLE, INTEREST AND RIGHTS, AND WARRANTY ASSOCIATED WITH ANY THIRD-PARTY PRODUCTS ARE GOVERNED BY THE APPLICABLE MANUFACTURER END- USER LICENSE AGREEMENT, SOFTWARE LICENSE AGREEMENT, MANUFACTURER'S WARRANTY DOCUMENTATION, AND/OR MANUFACTURER'S MAINTENANCE/SUPPORT AGREEMENT (COLLECTIVELY, "**MANUFACTURER LICENSE AND SUPPORT AGREEMENTS**") AND THAT THE MANUFACTURER MAY REQUIRE CLIENT (BY WAY OF SHRINK-WRAP, CLICK THROUGH OR OTHER CONTRACT FORMATION MECHANISMS), TO ACCEPT THE TERMS OF SUCH MANUFACTURER LICENSE AND SUPPORT AGREEMENT(S) AS A CONDITION TO THE INSTALLATION AND/OR USE OF THE THIRD-PARTY PRODUCTS. STRUCTURED WILL NOT BE A PARTY TO THE LICENSE AGREEMENTS FOR ANY THIRD-PARTY PRODUCTS NOR ASSUME ANY OBLIGATION THEREUNDER.

**82 SERVICE WARRANTY.** Structured represents and warrants that it will perform the Services: (i) in a professional manner, exercising the degree of skill and care commensurate with standards generally associated with Structured's industry and area of expertise; (ii) in substantial conformance with any written specifications or other written

**83 DISCLAIMER OF UNSTATED WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, STRUCTURED DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**9. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR THE "GOVERNMENT ADDENDUM", TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, AND EXCEPT FOR CLAIMS ARISING FROM STRUCTURED'S GROSSLY NEGLIGENT ACTS OR OMISSIONS, IN NO EVENT SHALL STRUCTURED BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, UNDER ANY STATUTE, OR BASED ON ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY PUNITIVE OR EXEMPLARY DAMAGES, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, PROFITS, REVENUE, DATA, OR BUSINESS), ARISING OUT OF, RELATING TO, OR IN ANY WAY IN CONNECTION WITH THE AGREEMENT, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. STRUCTURED'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, RELATING TO, OR IN ANY WAY IN CONNECTION WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, FURNISHING THIRD-PARTY PRODUCTS AND/OR SERVICES TO CLIENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO STRUCTURED FOR THE THIRD-PARTY PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM(S).

**10. TAXES.** Fees and expenses under the Agreement are exclusive of all taxes, including without limitation, all federal, state and local use, sales, property, value added and any similar taxes (collectively, "**Taxes**"). Client shall promptly reimburse Structured, or pay directly to the applicable government or taxing authority, all applicable Taxes arising under the Agreement. Taxes may be added to each invoice for Third-Party Products and/or services rendered under the Agreement. Client will not be responsible for Taxes computed upon the income of Structured.

**11. MISCELLANEOUS.**

**11.1 FORCE MAJEURE.** With the exception of payment obligations, neither Party shall be considered in default or liable for any delay or failure in

performance under the Agreement to the extent such delay or failure is attributable to any act, omission or other cause beyond such Party's control and absent of fault or negligence (directly or indirectly) of such Party, which materially restricts a Party's ability to perform its obligations under the Agreement (a "Force Majeure Event"), including but not limited to, accidents; severe acts of nature such as fires, floods, tornadoes or earthquakes; strikes or other labor disputes; civil disturbance including war, insurrection, riots, terrorism or other acts of public enemies; and voluntary or mandatory compliance with any governmental act, regulation or request, provided the immediately effected Party notifies the other Party within fifteen (15) calendar days of becoming aware of a Force Majeure Event and the delay or failure of performance caused (or anticipated to be caused) by such event, and uses reasonable efforts to mitigate the impact of the Force Majeure Event. Notwithstanding the foregoing, in the event a Force Majeure Event results in any loss or damage relating to the Third-Party Products and/or services to be provided by Structured, Structured shall not be obligated to continue performance except to the extent agreed upon by the Parties in a written change order reflecting an adjustment to the services, schedule Services, Schedule, Fee and Expenses as necessary or appropriate for Structured to replace the Third-Party Products and complete or maintain the ability to complete (as the case may be), the services.

**11.2** Reserved.

**11.3** ASSIGNMENT. Neither Party may assign the Agreement or any of its rights under the Agreement, or delegate any of its obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign any or all of its rights and/or obligations under the Agreement to any affiliate without the prior written approval of the other Party; provided that, such affiliate assignee has the financial, operational, technical and other necessary capabilities and resources to accomplish any and all obligations under the Agreement in a manner comparable to the expected performance of the assigning Party.

**11.4** BINDING EFFECT. All rights, remedies, obligations and liabilities given to or imposed upon the Parties under the Agreement shall extend to, inure to the benefit of and bind, as the circumstances may require, the Parties and their respective heirs, personal representatives, successors and permitted assigns.

**11.5** GOVERNING LAW; JURISDICTION; VENUE. The Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of Oregon, without reference to conflict of laws principles.

**11.6** NO ATTORNEYS' FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

**11.7** AMENDMENT. No modification or amendment of the Agreement, including but not limited to, these Terms and Conditions, shall be binding on Structured unless such modification or amendment is in a writing signed by duly authorized representatives of both Parties, which specifically references the Agreement and states in definite terms that the Parties intend to modify the Agreement.

IN FURTHERANCE OF THE FOREGOING, STRUCTURED HEREBY GIVES NOTICE TO CLIENT THAT ANY ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY CLIENT, WHETHER IN A PURCHASE ORDER, ACKNOWLEDGEMENT FORM OR OTHERWISE IN ACKNOWLEDGING OR ACCEPTING THE AGREEMENT, IS DEEMED BY STRUCTURED TO BE A MATERIAL ALTERATION OF THE AGREEMENT AND IS HEREBY OBJECTED TO BY STRUCTURED UNLESS SPECIFICALLY ACCEPTED BY STRUCTURED IN WRITING PURSUANT TO THESE TERMS AND CONDITIONS AND/OR THE AGREEMENT. STRUCTURED'S SALE OF THIRD-PARTY PRODUCTS TO CLIENT AND/OR PERFORMANCE OF SERVICES FOR CLIENT SHALL NOT CONSTITUTE ACCEPTANCE BY STRUCTURED OF ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS NOT SPECIFICALLY ACCEPTED BY STRUCTURED IN WRITING AS PROVIDED HEREIN.

**11.8** HEADINGS. The headings in these Terms and Conditions are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of these Terms and Conditions or the Agreement.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
Assistants

July 22, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Metro Advance

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Approve execution of advance agreement with Metro Regional Government (“Metro”) in the amount of \$3,000,000, with the option to request an additional \$2,000,000.   |
| <b>Dollar Amount and Fiscal Impact</b> | Initially \$3,000,000, with an optional additional \$2,000,000, to be repaid through the County’s disbursement of the supportive housing services (“SHS”) personal and business income taxes collected by Metro.  |
| <b>Funding Source</b>                  | County’s share of the SHS income tax revenue.   |
| <b>Duration</b>                        | June 30, 2023, or until paid in full  |
| <b>Previous Board Action</b>           | The Board has discussed SHS issues and distributions on numerous occasions.   |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. <i>How does this item align with your department’s Strategic Business Plan goals?</i> Assists the County and the Housing Authority of Clackamas County in addressing houseless issues and providing sustainable and affordable housing</li> <li>2. <i>How does this item align with the County’s Performance Clackamas goals?</i> Ensure safe, healthy, and secure communities</li> </ol> |
| <b>Counsel Review</b>                  | <p><i>If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review.)</i></p> <ol style="list-style-type: none"> <li>1. <i>Date of Counsel review:</i> 07/20/2021</li> </ol> <p><i>Initials of County Counsel performing review.</i> ARN</p>   |
| <b>Procurement Review</b>              | <ol style="list-style-type: none"> <li>1. <i>Was the item processed through Procurement?</i> Yes ___<br/>No <input checked="" type="checkbox"/>.</li> </ol>   |

|                       |   |
|-----------------------|---|
|                       | <i>2. If no, provide brief explanation. Exempt transaction (advancement of funds/IGA)</i> |
| <b>Contact Person</b> | Elizabeth Comfort and Andrew Naylor   |

**Background:**

On February 25, 2020, the Metro Council adopted Ordinance No. 20-1442, which imposed business and personal income taxes to fund SHS programs. At the same Metro Council meeting, the Metro Council adopted Resolution 20-5083, which referred Ordinance No. 20-1442 to voters within the Metro jurisdictional boundary for approval. The Multnomah County Elections Division designated Ordinance No. 20-1442 as Ballot Measure 26-210 (the “Measure”), and it was placed on the May 19, 2020, primary election ballot and approved.

The Measure provides that SHS income tax revenue collected by Metro will be distributed to Multnomah, Washington, and Clackamas County in the amounts set forth in the Measure.

The County believed that more revenue would have been received in the first year of the program. Unfortunately that did not occur. This left the County, and the Housing Authority of Clackamas County, which will administer many of the programs, without sufficient revenue to begin programming and administrative work.

In light of the County’s shortfalls, Metro agreed to advance an initial \$3,000,000 to Clackamas County to allow Clackamas County to begin to fund and provide supportive housing services consistent with Clackamas County’s Metro-approved Local Implementation Plan. Metro further agreed to advance, at Clackamas County’s discretion, an additional \$2,000,000, to be used consistent with the initial advancement.

Enclosed herewith is the negotiated agreement with Metro. The salient terms are as follows:

- The advance must be repaid by June 30, 2023;
- The initial advance will be \$3,000,000. County may, in its discretion, request an additional advance of \$2,000,000.
- The advance will be repaid from the County’s share of the income tax revenue collected by Metro;
- Interest will accrue on the then-current principal balance of the advance at the Local Government Investment Pool rate (currently .6% daily) (see <https://www.oregon.gov/treasury/public-financial-services/oregon-short-term-funds/Pages/default.aspx>);
- Funds may only be used consistent with the local implementation plan; and
- Metro’s sole remedy for default is withholding of future income tax revenue

**Recommendation:**

Staff requests this Board approve the Metro advance agreement.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'ANaylor', is positioned above the typed name.

Andrew Naylor  
Assistant County Counsel, Senior

## SUPPORTIVE HOUSING SERVICES ADVANCE AGREEMENT

This SUPPORTIVE HOUSING SERVICES ADVANCE AGREEMENT ("Agreement") is by and between Metro Regional Government, a municipal corporation of the state of Oregon ("Metro"); and Clackamas County, a political subdivision of the state of Oregon ("Clackamas"). Both parties to the Agreement are a "Party" and they are collectively referred to as the "Parties".

### RECITALS

WHEREAS, on February 25, 2020, the Metro Council adopted Ordinance No. 20-1442, which imposed business and personal income taxes (the "Income Taxes") to fund a supportive housing services program based on its finding that areas within Metro's jurisdictional boundary (generally, the urbanized areas of Multnomah, Washington, and Clackamas counties) face a severe housing affordability and homelessness crisis that endangers the health and safety of thousands of Metro's unhoused neighbors; and

WHEREAS, also at the Metro Council meeting on February 25, 2020, the Metro Council adopted Resolution 20-5083, which referred Ordinance No. 20-1442 to voters within the Metro jurisdictional boundary for approval. The Multnomah County Elections Division designated Ordinance No. 20-1442 as Ballot Measure 26-210 (the "Measure"), and it was placed on the May 19, 2020, primary election ballot (within Metro's jurisdictional boundary); and

WHEREAS, On May 19, 2020, the Metro area voters approved the Measure, thereby approving Ordinance No. 20-1442; and

WHEREAS, the ballot title to the Measure "direct[ed] regional funding to local services agencies, require[d] community engagement to develop localized implementation plans[, and] ... [a]llocate[d] funds to counties by estimated revenue collected [from the Income Taxes] within each county ..."; and

WHEREAS, the Metro Council has approved Clackamas County's Local Implementation Plan; and

WHEREAS, although income tax collections will continue to increase throughout the year, current tax collection amounts are not available to fund program implementation at the beginning of the 2021-22 Fiscal Year; and

WHEREAS, the Parties have recently entered into a Short Term Revenue Sharing Agreement, allowing Metro to disburse already-collected SHS tax collections to Clackamas County; and

WHEREAS, and as more specifically set forth below, this Agreement sets forth the Parties' understanding that Metro will advance an initial \$3,000,000 to Clackamas County to allow Clackamas County to begin to fund and provide supportive housing services consistent with Clackamas County's Metro-approved Local Implementation Plan, with the option to advance an additional \$2,000,000 upon written request by Clackamas County; and

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

## AGREEMENT

1. **Recitals Incorporated.** All of the foregoing Recitals are true and correct and are incorporated as part of the Agreement.
2. **Effective Date.** This Agreement becomes effective after approval by the Clackamas County Board of Commissioners and upon the signatures of authorized representatives of both Parties (the "Effective Date").
3. **Term.** The Agreement will run from the Effective Date until the earlier of June 30, 2023, or full repayment of the advance including any accrued interest, unless otherwise terminated by a Party as provided in Section 11 (the "Term").
4. **Disbursement of Advanced Funds.** Within seven business days from the Effective Date, Metro will advance Clackamas County \$3,000,000. Clackamas County may, in its administrative discretion, request up to an additional \$2,000,000. Upon receipt of the request, Metro will advance Clackamas County the requested additional sums within seven business days, in an amount not to exceed \$2,000,000. Any additional funds requested become part of the principal amount of the initial advance and are subject to the terms and conditions of this Agreement.
5. **Interest Rate.** Clackamas County recognizes that Metro is funding this advance through a Metro interfund loan. Therefore, interest will accrue monthly on the then-current principal balance of the advance, excluding previously-accrued interest, at the Local Government Investment Pool (LGIP) rate, which is the same rate that Metro will internally charge for the advance.
6. **Repayment of the Advance; Due Date.** Clackamas County will repay the advance through its allocated share of Supportive Housing Services income tax collections that Metro distributes to Clackamas County. The full amount of the advance, including all accrued interest, must be completely repaid no later than June 30, 2023. Prior to Metro disbursing SHS Income Tax revenue to Clackamas County, Clackamas County will notify Metro what amount, if any, of the next disbursement of SHS Income Tax revenue should be withheld for repayment of the advance. Upon receipt of that notice, Metro will withhold the requested amount and apply that amount against the remaining balance of the advance. Metro will apply the amount withheld first to accrued interest and then to the principal balance of the advance.
7. **Obligations of Clackamas County.** Clackamas County may only use the advanced funds received under this Agreement for supportive housing services and as consistent with the terms of Clackamas County's Metro-approved Local Implementation Plan. Clackamas County also agrees that its use of the advanced funds will be subject to the terms of its Supportive Housing Services IGA when it is executed by the Parties.
8. **Spending On Initial SHS Costs.** Anticipating receipt of SHS Income Taxes revenue, Clackamas County has incurred certain expenses and costs associated with providing supportive housing services and building administrative and staffing capacity to provide the supportive housing services consistent with Metro Code § 11.01.050 ("Initial Costs"). Clackamas County may use the funds from this advance to pay for Initial Costs.
9. **Prohibition on Budget Displacement.** The advanced funds received under this Agreement are not considered part of Clackamas County's existing supportive service program for purposes of the SHS

Measure's prohibition against displacement of funds currently provided towards supportive housing services.

10. **Nonrecourse Obligation.** This Agreement and the obligations contained herein are without recourse to Clackamas County. In the event of a breach of this Agreement, the sole remedy of Metro with respect to Clackamas County's obligations is to withhold Clackamas County's share of SHS tax collections until the advance and any accrued interest is repaid in full.

11. **Termination.** The Agreement may be terminated: (a) at any time by mutual written agreement of the Parties; (b) at any time after a Party has failed to cure a breach of the Agreement after receiving 30 days written notice from the non-breaching Party, or (c) upon full repayment of the advance including any accrued interest. Upon termination the full amount of the advance including any accrued interest becomes due immediately.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it, and any prior negotiations and understandings between the Parties have been merged. This Agreement may not be altered, amended, modified or otherwise changed in any respect whatsoever, except by a writing signed by each Party, as provided in Section 17. The terms of this Agreement are contractual and not a mere recital.

13. **No Assignment; Successors; Third-Party Beneficiaries.** Neither Party may assign its interest in the Agreement to a third-party without the prior written consent of the other Party. The Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, representatives, successors, predecessors and assigns of each. This Agreement is enforceable only by each Party in its own right and is not enforceable by any person or entity. Nothing contained in this Agreement is intended to confer any rights, benefits, remedies, or entitlements upon any person or entity other than the Parties.

14. **Mutual Preparation.** This Agreement, in all respects, will be deemed and construed to have been prepared mutually and equally by all of the Parties. No uncertainty or ambiguity may be construed against either Party.

15. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party is responsible for its own attorneys' fees and expenses.

16. **Dispute Resolution.**

- a. In the event a dispute arises between the Parties as to this Agreement or the alleged breach thereof, the Parties will first attempt to settle the issue through good faith negotiation.
- b. If the dispute cannot be settled amicably through negotiation within 30 days from the date on which either Party served written notice of the dispute on the other; the Parties will then attempt in good faith to settle the dispute by mediation. The Parties agree to attend at least four hours of mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties agree to schedule the mediation as soon as reasonably possible.
- c. The Parties will attempt to use the services of a mutually agreed upon mediator, with a preference for a mediator with experience in mediating local government disputes. If the

Parties cannot mutually agree on a mediator within 14 days of having submitted a possible mediator candidate, either Party may proceed to litigation.

- d. Each Party is responsible for its own mediation preparation costs and for payment of half of the mediator's services.

17. **General.** Each Party represents and warrants that it has the power and authority to enter into and perform the Agreement. No modifications or amendment of this Agreement are binding unless contained in a writing signed by the Party to be bound thereby and no waiver, promise or representation by a Party is binding unless contained in a signed writing. Except as otherwise provided above, the Agreement may only be amended or supplemented by a writing that: (a) is signed by a duly authorized representative of both Parties; (b) clearly recites the Parties' understanding and intent to amend the Agreement; and (c) clearly and with specificity describes the terms to be amended or supplemented. Any notice given pursuant to this Agreement must be in writing, and the notice is considered effective upon deposit in the U.S. mail, postage prepaid, if addressed to a Party at its address of record. If any part of this Agreement is deemed invalid, illegal, or unenforceable to any extent, that provision will be construed to be enforceable to the fullest extent possible, and the remainder of the Agreement will not be affected and will remain enforceable.

This Agreement may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Agreement made by reliable means is considered an original.

**Metro**

**Clackamas County**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**Office of Metro Attorney Review:**

Reviewed: CARRIE MACLAREN, ATTORNEY FOR METRO

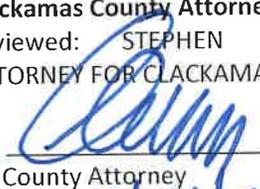
**Clackamas County Attorney Review:**

Reviewed: STEPHEN MADKOUR, COUNTY ATTORNEY FOR CLACKAMAS COUNTY, OREGON

By: \_\_\_\_\_

Metro Attorney

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

By:  \_\_\_\_\_

County Attorney

Date: 7/20/21



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

Sarah Eckman, Interim BCS Director

July 22, 2021

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Subrecipient Grant Agreement 22-015 between  
North Clackamas Parks and Recreation District (NCPRD) and  
Health, Housing and Human Services (H3S) Social Services Division

|  |  |
|--|--|
| <b>Purpose/<br/>Outcomes</b>               | This Subrecipient agreement provides federal, state, and local funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.   |
| <b>Dollar Amount<br/>and Fiscal Impact</b> | This Subrecipient agreement provides a combination of Federal, State and local grant funds not to exceed \$424,192 for NCPRD Older Adult Services program for fiscal year 2021-2022.   |
| <b>Funding Source</b>                      | Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging; Federal Transportation Administration funds secured through Ride Connection Inc., an Oregon nonprofit corporation; other funds secured through Tri-Met and Low Income Home Energy Assistance. All funding administered by Clackamas County's H3S-Social Services division.   |
| <b>Duration</b>                            | July 1, 2021 – June 30, 2022   |
| <b>Previous Board<br/>Action/Review</b>    | June 16, 2021 Business Meeting: Resolution 2021-40 Adoption of 2021-2022 NCPRD budget  |
| <b>County Counsel<br/>Review</b>           | JM 7.1.21  |
| <b>Procurement<br/>Review</b>              | No Procurement review necessary. This item is a Subrecipient agreement.  |
| <b>Strategic Plan<br/>Alignment</b>        | This request for approval of a Subrecipient agreement between NCPRD and H3S ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.<br>Additionally, it provides needed funding for NCPRD Older Adult Services program to provide nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents age 60 and older, which aligns with the County goal of ensuring a safe, healthy, and secure community. |

|                       |   |
|-----------------------|---|
| <b>Contact Person</b> | Sarah Eckman, <i>Interim Director Business and Community Services</i><br>503-742-4303<br>Kandi Ho, <i>Acting NCPRD Director</i> , 503-794-8001<br>Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058 |
| <b>Contract No.</b>   | 22-015  |

**BACKGROUND:**

North Clackamas Parks and Recreation District (NCPRD) requests approval of a Subrecipient agreement with the County’s Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

**RECOMMENDATION:**

Staff respectfully recommend the Board approve Subrecipient Agreement 22-015 between NCPRD and H3S-Social Services division.

**ATTACHMENTS:**

1. Subrecipient Agreement 22-015 between NCPRD and H3S-Social Services division.

Respectfully submitted,



Sarah Eckman, Interim Director  
Business and Community Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 22-015**

This Agreement is between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **North Clackamas Parks & Recreation District** by and for its **Milwaukie Center** (“SUBRECIPIENT”), a political subdivision of Clackamas County.

**Clackamas County Data**

|   |  |
|---|--|
| Grant Accountant: Sue Aronson   | Project Manager: Stefanie Reid-Danielson   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-742-5421<br><a href="mailto:suea@clackamas.us">suea@clackamas.us</a> | Clackamas County – Social Services Division<br>2051 Kaen Road<br>Oregon City, OR 97045<br>503-655-8330<br><a href="mailto:stefanierei@clackamas.us">stefanierei@clackamas.us</a> |

**Subrecipient Data**

|   |   |
|---|---|
| Finance/Fiscal Representative:<br><b>Elizabeth Gomez</b>  | Program Representative:<br><b>Marty Hanley</b>  |
| Administrative Services Mgr.<br>150 Beaver Creek Road, 4 <sup>th</sup> Floor<br>Oregon City, OR 97045<br>503-657-0891<br><a href="mailto:egomez@ncprd.com">egomez@ncprd.com</a> | Center Supervisor<br>5440 S.E. Kellogg Creek Dr.<br>Milwaukie, OR 97222<br>503-794-8058<br><a href="mailto:martyh@ncprd.com">martyh@ncprd.com</a> |
| FEIN:   | DUNS: 791134534   |

**RECITALS**

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement (“Agreement”) sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

## AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$424,192**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

  - a. Grant Funds:** COUNTY's funding of **\$341,571** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$8,250** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. Other Funds.** COUNTY's funding of **\$70,621** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet; and **\$3,750** in for Low Income Home Energy

Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

- 5. 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. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
  - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

  - a. Has already accrued hereunder;
  - b. Comes into effect due to the expiration or termination of the Agreement; or
  - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 9. 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 Section 7.

- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
  - 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 COUNTY within 15 days.
  - c. Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d. Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
  - e. Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
  - f. Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - g. Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
  - h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT 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, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

## 11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT’s subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services (“DHS”) Oregon Criminal History and Abuse Records Database system (“ORCHARDS”) for SUBRECIPIENT’s subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT’s clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY’s right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement.

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

**12. SUBRECIPIENT Standard Terms and Conditions.** SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

#### **14. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT 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 (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
  - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** SUBRECIPIENT is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). COUNTY maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. COUNTY's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- i. Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include the below as a additional insureds.

  - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:

    - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
    - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- ii. Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- iii. Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT 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.
- iv. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT 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. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- v. **Primary Coverage Clarification.** SUBRECIPIENT 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.
  - vi. **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.
  - vii. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **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.
- g. **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 COUNTY and SUBRECIPIENT 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. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

- h. 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.
- i. 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.
- j. 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.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Center Response from Previous Solicitation

*(signature page follows)*

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

**CLACKAMAS COUNTY  
Social Services Division**

**CLACKAMAS COUNTY  
NCPRD – Milwaukie Center**

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

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

**Signing on Behalf of the Board:**

**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
Tootie Smith, Chair

By: \_\_\_\_\_  
Tootie Smith, Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Approved as to Program Content:**

  
\_\_\_\_\_  
Marty Hanley, Center Supervisor

\_\_\_\_\_  
Brenda Durbin, Social Services Div. Director

**Approved to Form:**

By: \_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

#### 1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, and health promotion for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### 2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - i. Access & Assessments:
    - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - (2) Utilize an approved County-wide standardized assessment/intake form.
    - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - (4) May be billed upon submission of assessment/intake form.
  - ii. Service Implementation & Monitoring:
    - (1) Provide early identification of current or potential problem areas.
    - (2) Assess the need for changes/improvements in service.
    - (3) Identify any gaps/unmet needs.
    - (4) Review intervention results to determine if what was done achieved the desired result.
    - (5) Determine if services should be discontinued.
    - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.
- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
  - i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.

- iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Milwaukie Center Transportation Consortium Goals:
    - (1) Continue coordination with H3S-SSD's Transportation Reaching People program.
    - (2) Increase replacement reserve fund with separate accounting
    - (3) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (4) Continue regular publicity/marketing efforts regarding transportation program
    - (5) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (6) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT form by an Aging and Disability Services case manager before reimbursement may be requested for them. NCPRD-MILWAUKIE must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. H3S-SSD will coordinate completion and distribution of forms for NCPRD-MILWAUKIE and case managers through the Transportation Reaching People (TRP) program.
    - (2) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:
 

|                           |                  |
|---------------------------|------------------|
| One person, one-way ride: | \$17.00 per ride |
|---------------------------|------------------|
    - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to H3S-SSD, and be available for State and Federal representatives for audit purposes.
- iii. NCPRD-MILWAUKIE will be responsible for:
    - (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
    - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
    - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
    - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
  - f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Milwaukie Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
  - g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Clackamas Park & Recreation District service area to enhance visibility and encourage participation. One unit is one meal served.
  - h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
  - i. **EVIDENCE-BASED HEALTH & WELLNESS PROGRAMS** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
  - j. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

- k. **LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes** – A service provided by NCPRD-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to H3S-SSD prior to the November 30, 2015 deadline.

### 3. SERVICE OBJECTIVES

#### a. **Case Management**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. NCPRD-MILWAUKIE CSC completes assessment on a H3S-SSD approved assessment/intake form.
- iii. NCPRD-MILWAUKIE CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. NCPRD-MILWAUKIE CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. NCPRD-MILWAUKIE CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. NCPRD-MILWAUKIE CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. NCPRD-MILWAUKIE CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

#### b. **Reassurance**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator ("CSC") assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.

- ii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

**c. Information and Assistance - H3S-SSD Responsibilities**

**Objective:** To provide NCPRD-MILWAUKIE with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. H3S-SSD will provide orientation on H3S-SSD's I&R program to NCPRD-MILWAUKIE I&A staff.
- ii. H3S-SSD will notify NCPRD-MILWAUKIE's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by NCPRD-MILWAUKIE.

**d. Information and Assistance - NCPRD-MILWAUKIE Responsibilities**

**Objective 1:** Have a system in place which enables NCPRD-MILWAUKIE to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. NCPRD-MILWAUKIE will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the NCPRD-MILWAUKIE as an I & A Specialist.
- ii. NCPRD-MILWAUKIE will notify H3S-SSD I & A Coordinator and Contract Specialist within 30 days of any change in NCPRD-MILWAUKIE's designated I & A Specialist, and will schedule an on-site training with the H3S-SSD I & A Coordinator for the new designee within 60 days of appointment.
- iii. NCPRD-MILWAUKIE's I & A Specialist will attend a minimum of 6 monthly H3S-SSD "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. NCPRD-MILWAUKIE's I & A Specialist will update center information for the H3S-SSD 's Community Resources Guide, initiate notification to H3S-SSD 's I&R program regarding any changes to NCPRD-MILWAUKIE programs, and notify H3S-SSD 's I&R program of any significant changes in local community resources.
- v. NCPRD-MILWAUKIE I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the H3S-SSD I & A Coordinator by the 10th day following each quarter.

**Objective 2:** To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. NCPRD-MILWAUKIE Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. NCPRD-MILWAUKIE makes referral and follows up with client within a 2 day work period.

- iii. NCPRD-MILWAUKIE annotates follow up taken and number of referrals needed on Referral Log.
- iv. NCPRD-MILWAUKIE Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

## **5. Public Outreach/Education**

**Objective:** To provide information to groups of current or potential clients and community partners about available services for North Clackamas Park & Recreation District service area residents age 60 and older.

Elements:

- i. NCPRD-MILWAUKIE schedules and makes presentations to local groups throughout the contract year.
- ii. NCPRD-MILWAUKIE keeps a record of information given to groups such as:
  - a) outline of presentation
  - b) copies of flyers, brochures, etc. distributed
  - c) names and number of people in group presented to

## **6. Transportation**

**Objective:** To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. NCPRD-MILWAUKIE designates one person to be coordinator for the transportation program. This person will be responsible for:
  - a) Recruiting drivers.
  - b) Submitting criminal checks
  - c) Ensuring all drivers meet Ride Connection training requirements
  - d) Scheduling road tests for all drivers.
  - e) Conducting periodic/seasonal driver safety training.
  - f) Providing a copy of written procedures for transportation services to each driver.
  - g) Scheduling vehicle maintenance.
  - h) Maintain daily Pre- and Post- trip Reports
- ii. NCPRD-MILWAUKIE provides transportation as scheduled each day.
- iii. NCPRD-MILWAUKIE maintains system to document each trip of each day.

## 7. Food Service

**Objective 1:** To produce and deliver contracted number of meals throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE submits each month's menu to H3S-SSD's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
  - a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
  - b) The cycle for the cycle menu system must be at least nine weeks long.
  - c) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
  - d) Menus should reflect the tastes and appetites of the current elderly population.
  - e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
  - g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
  - h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

**Objective 2:** To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

**Objective 3:** To use standardized recipes and portion control.

Elements:

- i. Recipes used by NCPRD-MILWAUKIE should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

**Objective 4:** To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

**Objective 5:** To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to H3S-SSD within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

**Objective 6** To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. NCPRD-MILWAUKIE must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. NCPRD-MILWAUKIE must have a new employee orientation.
- iii. NCPRD-MILWAUKIE must have a training plan that includes training for employees and supervisory staff.

**j. MEAL SITE MANAGEMENT**

**Objective 1:** To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

**Objective 2:** To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

**Objective 3:** To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
  - (1) be 75 years or older
  - (2) live alone
  - (3) have a physical or mental impairment which prevents proper functioning within society
  - (4) be of a minority group
  - (5) have no significant other(s)

**Objective 4:** To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. NCPRD-MILWAUKIE plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. NCPRD-MILWAUKIE provides opportunities to promote personal growth and self-image.
- iii. NCPRD-MILWAUKIE provides opportunities for a variety of types and levels of involvement.
  - (1) Small and large group activities
  - (2) Active and spectator participation
  - (3) Participation with the general community and other generations.
- iv. NCPRD-MILWAUKIE plans activities which are flexible and responsive to change in:
  - (1) Individual participant needs and interests.
  - (2) Characteristics of the service area's older population.
  - (3) Other programs in the relevant service area.

**Objective 5:** To inform the community about the meal site program.

Elements:

- i. NCPRD-MILWAUKIE publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. NCPRD-MILWAUKIE ensures Center is identified by an easily visible sign at its entrance.
- iii. NCPRD-MILWAUKIE posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. NCPRD-MILWAUKIE mails or delivers calendar of upcoming Center activities to current and potential participants.

**Objective 6:** To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. NCPRD-MILWAUKIE identifies needs and concerns specific to the Center and service area participants.
- ii. NCPRD-MILWAUKIE incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. NCPRD-MILWAUKIE conducts program participant satisfaction survey at least once per year.

**Objective 7:** To collect, account for and report program income (participant donations).

Elements:

- i. NCPRD-MILWAUKIE provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. NCPRD-MILWAUKIE sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. NCPRD-MILWAUKIE has system set up at site to collect full meal price from persons not eligible for services.
- iv. NCPRD-MILWAUKIE posts:
  - (1) full cost of the meal, and
  - (2) a notice describing the donation and payment policies.
- v. NCPRD-MILWAUKIE may post suggested donation information if it is clear that:
  - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - (2) no means test is used in the collection of contributions or provision of the meals.

## **9. OAA HDM Assessment**

**Objective:**

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

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## 10. Evidence-based Health & Wellness Program

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. NCPRD-MILWAUKIE registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. NCPRD-MILWAUKIE has physical condition of clients assessed before setting up plan for workouts with equipment.

## 11. Caregiver Respite –

**Objective:** To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. NCPRD-MILWAUKIE respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. NCPRD-MILWAUKIE RPC registers clients in program.
- iii. NCPRD-MILWAUKIE staff, led by an RN, provide weekly activity program for respite clients.

## 12. Low Income Home Energy Assistance Program (LIHEAP) Intakes

**Objective:** To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. NCPRD-MILWAUKIE CSC ensures that the application form is completed per program requirements.

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**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
  - a. The interior of the vehicle shall be clean;
  - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
  - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
    - i. First Aid Kit;
    - ii. Fire Extinguisher;
    - iii. Roadside reflective or warning devices;
    - iv. Flashlight;
    - v. Chains or other traction devices (when appropriate); and,
    - vi. Disposable gloves.
  - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
    - i. Seatbelts;
    - ii. Side and rear view mirrors;
    - iii. Horn; and,
    - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

**B. Drivers**

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
  - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
  - b. Ensure that drivers are capable of safely operating vehicles;
  - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
  - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
  - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
  - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.
2. SUBRECIPIENT's selection of its drivers shall include:

- a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
- b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

### **C. Vehicles**

1. SUBRECIPIENT shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
  - a. 2010 Ford Aerotech; VIN: 1FDFE4FS4ADA78976
  - b. 2013 Ford Elkhart; VIN: 1FDFE4FS2DDA64191
  - c. 2014 Ford Goshen, VIN: 1FDDE4FL4EDA05701
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these fund to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.

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## EXHIBIT 3

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to 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).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 4. Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
  - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c.** SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
  - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
  - e.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
  - f.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
  - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT'S or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
  - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require 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; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**12. Disclosure.**

- a.** 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
  - b.** 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
  - c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
  - d.** SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - i.** The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - ii.** Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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## EXHIBIT 4

### Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. SUBRECIPIENT represents and warrants as follows:
    - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

- SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
  - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
  - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 5. Ownership of Intellectual Property.**
- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
    - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
    - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
  - b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
  - c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
  - d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

- 7. Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 8. Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 9. Assignment of Agreement, Successors in Interest.**

  - a.** SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
  - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 10. No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 11. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY’s reasonable satisfaction in order to obtain federal reimbursement.

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**Exhibit 5**  
**Reporting Requirements**

**1. INVOICES**

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

Withholding of Agreement Payments: Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, 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 SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this Agreement.

**2. PROGRAM ACTIVITY REPORTS**

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
  - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
  - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

### **3. AUDIT/MONITORING**

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

### **4. ADMINISTRATION**

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6**  
**Budget and Units of Service**

**1. BUDGET**

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

**Milwaukie Center**  
Fiscal Year 2021-22

| Federal Award Number                      | OAA IIB Funds | OAA IIC1 Funds | OAA IIC2 Funds | OAA IIE Funds | Required Match | NSIP Funds | Other State Funds | Ride Connection |            | Medicaid Funds | LHEAP Funds | Program Income | NO. OF UNITS | TOTAL COST | REIMBURSE-MENT RATE |        |           |         |
|---|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|----------------|------------|-------------------|-----------------|------------|----------------|-------------|----------------|--------------|------------|---------------------|--------|-----------|---------|
|   |               |                |                |                |                |                |                |                |                |               |                |            |                   | In Dist         | STF        |                |             |                |              |            |                     | TriMet | STF Funds | TriMet  |
|   | 16AORT3SS     | 16AORT3CM      | 16AORT3HD      | 16AORT3PH      | CARES Asst     | 16AORT3FC      | 16AORT3NSIP    | 16AORT3STF     | 16AORT3N/A     | 16AORT3N/A    | 16AORT3N/A     | 16AORT3N/A | 16AORT3N/A        | 16AORT3N/A      | 16AORT3N/A | 16AORT3N/A     | 16AORT3N/A  | 16AORT3N/A     | 16AORT3N/A   | 16AORT3N/A | 16AORT3N/A          |        |           |         |
| CFDA Number                               | 93,044        | 93,045         | 93,045         | 93,043         | 93,045         | 93,052         | 93,053         | 93,053         | 93,053         | 93,052        | N/A            | 93,053     | 93,053            | 93,053          | 93,053     | 93,053         | 93,053      | 93,053         | 93,053       | 93,053     | 93,053              |        |           |         |
| Service Category                          | (1)           | (2)            | (3)            | (4)            | (4)            | (6)            | (8)            | (8)            | (8)            | (6)           | (7)            | (8)        | (9)               | (9)             | (10)       | (11)           | (12)        | (13)           | (14)         | (15)       | (16)                | (17)   | (18)      | (19)    |
| Case Management (Hrs)                     | 27,098        |                |                |                |                |                |                |                |                |               | 3,013          |            |                   |                 |            |                |             |                |              |            |                     | 728    | 30,111    | \$37.24 |
| Reassurance (Contacts)                    | 5,651         |                |                |                |                |                |                |                |                |               | 628            |            |                   |                 |            |                |             |                |              |            |                     | 185    | 6,279     | \$30.56 |
| Information & Assist.                     | 11,829        |                |                |                |                |                |                |                |                |               | 1,315          |            |                   |                 |            |                |             |                |              |            |                     | 648    | 13,144    | \$16.25 |
| Public Outreach                           | 1,000         |                |                |                |                |                |                |                |                |               | 111            |            |                   |                 |            |                |             |                |              |            |                     | 20     | 1,111     | \$50.00 |
| Transportation - OAA                      | 7,799         |                |                |                |                |                |                |                |                |               | 867            |            |                   |                 |            |                |             | 1,500          |              |            |                     | 1,560  | 10,166    | \$5.00  |
| OAA HDM Assessment                        |               |                |                |                | 7,448          |                |                |                |                |               | 0              |            |                   |                 |            |                |             |                | 200          |            |                     | 200    | 7,448     | \$37.24 |
| OAA/NSIP Foot Service                     |               | 31,004         | 79,349         |                | 27,673         |                |                |                |                |               | 12,271         | 38,805     |                   |                 |            |                |             |                | 59,700       |            |                     | 59,700 | 189,103   | \$2.96  |
| OAA Meal Site Mngt.                       |               | 20,319         | 52,002         |                | 18,136         |                |                |                |                |               | 8,042          |            |                   |                 |            |                |             | 57,312         |              |            |                     | 59,700 | 155,810   | \$1.52  |
| Site Purchased Meals-Restaurant           |               |                |                |                | 3,750          |                |                |                |                |               | 0              |            |                   |                 |            |                |             |                | 910          |            |                     | 910    | 3,750     | \$4.12  |
| CSBG HDM Service-Houseless                |               |                |                |                |                |                |                |                |                |               | 0              |            |                   |                 |            |                |             |                | 800          |            |                     | 800    | 0         | \$0.00  |
| Evidence Based Health & Wellness Programs |               |                |                |                |                |                |                |                | 480            |               | 0              |            |                   |                 |            |                |             |                | 8.0          |            |                     | 8.0    | 480       | \$60.00 |
| Caregiver Respite Program                 |               |                |                |                |                | 9,228          |                |                |                |               | 2,307          |            |                   |                 |            |                |             |                | 160          |            |                     | 160    | 11,535    | \$57.50 |
| Transportation - T19                      |               |                |                |                |                |                |                |                |                |               | 0              |            |                   |                 |            | 654            | 1,471       |                | 125          |            |                     | 125    | 2,125     | \$17.00 |
| Transportation Ride Con                   |               |                |                |                |                |                |                |                |                |               | 0              |            |                   |                 |            |                |             |                | 4,341        |            |                     | 4,341  | 36,540    | \$7.50  |
| STF Transport - Vanibus                   |               |                |                |                |                |                |                |                |                |               | 0              |            |                   |                 | 32,554     | 35,942         |             |                | 1,943        |            |                     | 1,943  | 35,942    | \$18.50 |
| Ride Con - Vehicle Maint                  |               |                |                |                |                |                |                |                |                |               | 944            |            |                   |                 |            | 8,250          |             |                | N/A          |            |                     | N/A    | 9,194     | N/A     |
| LHEAP Initiates                           |               |                |                |                |                |                |                |                |                |               | 0              |            |                   |                 |            |                |             |                | 150          |            |                     | 150    | 3,750     | \$25.00 |
| TOTALS                                    | \$53,377      | \$51,323       | \$131,351      | \$57,007       | \$490          | \$9,228        | \$38,805       | \$0            | \$32,554       | \$35,942      | \$8,250        | \$654      | \$1,471           | \$3,750         | \$62,798   | \$516,490      |             |                |              |            |                     |        |           |         |

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

Source of OAA Match - Staff time

Contract Amount: **\$424,192**

Federal Award Total: **\$349,821**

### 3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

| <b>Service Category</b>               | <b>Planned Number of Service Units</b> | <b>Unit of Measurement</b>          | <b>Number of Unduplicated Clients to be Served</b> |
|---------------------------------------|--|-------------------------------------|--|
| Case Management (OAA)                 | 728 hrs.                               | 1 hour of service                   | 225  |
| Reassurance (OAA)                     | 185                                    | 1 Client Contact                    | 45   |
| Information and Assistance (OAA)      | 648                                    | 1 response to inquiry and follow up | 475  |
| Public Outreach/Education             | 20                                     | 1 presentation                      | NA   |
| Transportation (OAA)                  | 1,560                                  | 1 one-way ride                      | 200  |
| Food Service (OAA)                    | 59,700                                 | 1 meal delivered/served             | 175  |
| Meal Site Management (OAA)            | 59,700                                 | 1 meal delivered/served             | 175  |
| OAA HDM Assessments                   | 200                                    | 1 Assessment Completed              | 150  |
| Evidence-based Health & Wellness      | 8                                      | 1 class session                     | 10   |
| Respite Program                       | 160 hrs.                               | 1 hour of services                  | 20   |
| Transportation (Medicaid non-medical) | 125                                    | 1 one-way ride                      | 10   |
| Transportation (Ride Connection)      | 4,341                                  | 1 one-way ride                      | 200  |
| Transportation (STF)                  | 1,943                                  | 1 one-way ride                      | 100  |
| LIEAP Applications                    | 150                                    | 1 Completed Application             | 150  |

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**EXHIBIT 7**  
**CONGRESSIONAL LOBBYING CERTIFICATE**

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

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 subrecipient, 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.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, **NCPRD Milwaukie Center**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

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

Company Name: **NCPRD – Milwaukie Center**

Signature: \_\_\_\_\_

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

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

**EXHIBIT 8**  
**CENTER RESPONSE FROM PREVIOUS SOLICITATION**

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

MILWAUKIE CENTER  
PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the County's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director  
150 Beaver Creek Rd.  
Oregon City, OR 97045

## HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The District Director will discuss the complaint with you to try to solve the problem. Within 30 working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/ Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

- B. Describe your organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. To 5:00 p.m. (for social services)  
Total hours per day: 8.5 hrs.  
Total hours per week: 42.5 hrs.

2. Official Closures:

New Year's Day, January 1st  
Martin Luther King Day, third Monday in January  
President's Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, Fourth of July  
Labor Day, first Monday in September  
Veterans' Day, November 11  
Thanksgiving, fourth Thursday in November  
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

- West to the Willamette River
- East to Urban Growth Boundary, excluding Incorporated City of Happy Valley
- North to Multnomah County Line
- South to Clackamas River, excluding Johnson City and Gladstone

E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

| <u>Center Operations</u> |         | <u>Nutrition Program</u> |          | <u>Transportation Program</u> |          |
|--------------------------|---------|--------------------------|----------|-------------------------------|----------|
| Center Supervisor        | 1 FTE   | Program Coord.           | 1.00 FTE | Program Coord.                | .15 FTE  |
| Human Svc Coord.         | 1 FTE   | Cooks                    | 1.25 FTE | Bus Drivers                   | 1.50 FTE |
| Client Svc Coord.        | .45 FTE | CI Svc Coord.            | .40 FTE  |                               |          |
| Facility Use Coord.      | 1 FTE   | MOW Prog. Aide           | .48 FTE  |                               |          |
| Receptionist             | 1 FTE   |                          |          |                               |          |
| Building Coord.          | .40 FTE |                          |          |                               |          |
| Facility Mainten.        | 1 FTE   |                          |          |                               |          |
| Client Svcs Asst.        | 1 FTE   |                          |          |                               |          |

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

G. Briefly, describe your methods for providing legal services.

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

## F. Guidelines for Inclusion in Clackamas County Senior Center Activities

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

**Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

**Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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